



ANNO QUADRAGESIMO PRIMO ET QUADRAGESIMO
SECUNDO

VICTORIÆ REGINÆ.

A.D. 1878.

No. 112.

Masters and Servants Act.

ANALYSIS.

1. Short title of Act.
2. Repeal of Masters and Servants Act.
3. Interpretation clause.
4. Complaint to be made before a justice, and upon complaint being made summons to be issued.
5. On neglect or refusal to obey summons warrant to issue.
6. In case of intention to abscond, security to be found for appearance.
7. Compensation to be awarded under order of two justices for breach or nonperformance of contract of service, or other order may be made: Power to annul contract and to order repayment of premium: Power to fine in addition.
8. Enforcement of recognizance or bond for fulfilment of contract.
9. Recovery of money by distress and imprisonment in default.
10. Imprisonment to be a discharge of compensation and wages exempt from order, distraint, or arrestment.
11. Application of fines and moneys recovered.
12. Punishment for aggravated misconduct
13. Penalty for harboring servants already engaged.
14. Partners, agents, and servants to be considered principals.
15. As to married women and infants.
16. Act to apply to servants engaged in other countries for service in South Australia.
17. Emigration Agent, in London, to be agent under clause 16.
18. Servants to be free from contracts on the expiration of one year by repaying their masters money spent for conveying them to the colony.
19. Parties to the contract of service to be competent witnesses.
20. Wages not to be payable during imprisonment.
21. Proviso as to insolvents.
22. Nothing to prevent proceedings by civil action or suit.
23. Justices not to have jurisdiction over their own servants.
24. Not necessary to prove execution of agreements except in case of forgery, &c.
25. Saving for indictments, &c.
26. Whalers and seamen, 17 & 18 Vic., c. 104, No. 7, 1844; 5 & 6 Wm. IV., c. 19; 17 & 18 Vic., c. 104, and this Act not to affect No. 8 of 1848.
27. No objection to be taken for defect in forms.
28. Summary procedure.
29. Appeal.
30. *Certiorari* taken away.

SCHEDULE OF FORMS.

- A. Information and complaint.
- B. Statement of the matters or grounds of complaint for insertion in the ordinary general forms in use by justices.
- C. Forms of adjudication upon complaints for insertion in the ordinary general forms of conviction.
- D. Statement of complaint for nonperformance of condition of recognizance given as security for fulfilment of contract.
- E. Forms of adjudication in aggravated cases for insertion in the ordinary general forms of conviction.

An Act to amend the Laws relating to Masters and Servants.

[Assented to, 30th November, 1878.]

WHEREAS it is expedient to amend the Laws relating to Masters and Servants—Be it therefore Enacted by the Governor of the Province of South Australia, with the advice and consent of the Legislative Council and House of Assembly of the said province, in this present Parliament assembled, as follows:

Short title of Act.

1. This Act may be cited for all purposes as “The Masters and Servants Act, 1878.”

Repeal of Masters and Servants Act, 1863 and 1877, saving proceedings pending thereunder.

2. An Ordinance No. 7 of 1863, entitled “The Masters and Servants Act, 1863,” and “The Masters and Servants Amendment Act, 1877,” are hereby repealed except as to anything lawfully done thereunder; and this Act shall apply to all contracts, services, and employments made and entered into before the passing of this Act, in respect of which no proceedings have before the passing of this Act been taken or instituted under the said repealed Act, and all proceedings under such repealed Act which may be pending at the time of the passing of this Act shall be continued, prosecuted, and completed as if this Act had not been passed.

Interpretation clause.

3. In this Act the following words and expressions shall have the several meanings assigned to them, unless there be anything in the subject or context repugnant to such construction—

The words “employer” and “master” shall respectively include any person, firm, corporation, or company, who has or have entered into a contract to employ any servant, workman, clerk, artificer, laborer, apprentice, or other person, and the steward, agent, bailiff, or manager of such person, firm, corporation, or company:

The words “employed” and “servant” shall respectively include any workman, laborer, clerk, artificer, apprentice, or other person, whether under or above the age of twenty-one years, or whether a married woman or not who has entered into a contract of service with any employer or master, either at salary or wages, or for any remuneration, whether in money or otherwise, or to perform works at a certain price by the piece or in gross:

The word or words “contract” or “contract of service” shall include any contract between employer and employed, whether in writing or by parol, whereby the employer agrees to employ or the employed agrees to serve for any period of time or execute any work, and any indenture of or agreement for apprenticeship, whether such contract or indenture shall have been made or entered into before or after the passing of this Act, but subject to the provisions of the 2nd section

Masters and Servants Act.—1878.

section hereof as to proceedings pending at the passing of this Act on contracts or indentures executed or made before the passing of this Act:

The word “parties” shall include the employer and employed under any contract:

The word “writing” shall include printing:

The word “property” shall include all real and personal estate and effects used or employed under or affected by any contract of service or operations under the same, or any other real and personal estate belonging either to employer or employed.

4. Whenever the employer or employed shall neglect or refuse to fulfil any contract, or the employed shall neglect or refuse to enter or commence his service according to the contract, or shall absent himself from his service, or wherever any dispute, question, or difference, shall arise as to the rights or liabilities of either of the parties, or touching any misuse, misdemeanor, misconduct, ill-treatment, or injury to the person or property of either of the parties under any contract, or touching the loss or destruction of such property, the party feeling aggrieved may lay an information or complaint in writing before a justice, setting forth the grounds of complaint and the amount of money, wages, compensation, damage, or other remedy claimed for the breach or nonperformance of such contract, or for any misuse, misdemeanor, misconduct, ill-treatment, or injury to the person or property of the person complaining, or for the loss or destruction of such property, and upon such information or complaint being laid the justice taking the same shall issue or cause to be issued a summons to the party so complained against, setting forth the grounds of complaint and the amount claimed for compensation, wages, damages, or other remedy set forth in the said information or complaint, and requiring such party to appear at the time and place appointed in such summons before two justices to answer the matter of the information or complaint, so that the same may be then and there heard and determined.

Complaint to be made before a justice.

Upon complaint made summons to be issued.

5. Whenever the party complained against shall neglect or refuse to appear to any summons as aforesaid a justice may, after due proof on oath of the service of such summons, issue a warrant for the apprehension of such party in order to the hearing and determining of the matter of the information or complaint.

On neglect or refusal to obey summons warrant to issue.

6. If at any time after the laying of the information or complaint it appears to a justice that the party complained against is about to abscond, the justice may issue a summons requiring the party complained against to appear before a justice at a time and place therein appointed (such time being not later than twenty-four hours, exclusive of Sunday, from the date of the last-mentioned summons), and to find good and sufficient recognizance or bond, with or without sureties,

In case of intention to abscond security to be found for appearance.

Masters and Servants Act.—1878.

sureties, to the satisfaction of a justice for his appearance to answer the information or complaint; and if the party complained against fails to appear at the time and place so appointed, a justice may issue a warrant for his apprehension, and if such party on appearing on the last-mentioned summons, or on being so apprehended, fails so to find security, a justice may order him to be detained in safe custody until the hearing of the information or complaint, but on his so finding security he shall be set at liberty.

Compensation to be awarded under order of two justices for breach or non-performance of contract of service, or other order may be made.

7. Upon the hearing of any information or complaint under the provisions of this Act, the two justices hearing the same, after due examination and upon the proof and establishment of the matter of such information or complaint, by an order in writing under their respective hands, in their discretion, as the justice of the case requires, either shall make an abatement of the whole or any part of the wages or other remuneration then already due to the employed, or else shall direct the fulfilment of the contract, with a direction to the party complained against to find forthwith good and sufficient security by recognizance or bond, with or without sureties, to the satisfaction of a justice, for the fulfilment of such contract, or else shall annul the contract, discharging the parties from the same, and apportioning the amount of wages or remuneration due up to the complete period of such contract; or else where no amount of compensation or damage can be assessed, or where pecuniary compensation will not, in the opinion of the justices, meet the circumstances of the case, shall impose a fine upon the party complained against, not exceeding in amount the sum of Twenty Pounds; or shall assess and determine the amount of compensation or damage, together with the costs to be made to the party complaining, inclusive of the amount of any wages abated, and direct the same to be paid accordingly. And if the order shall direct the fulfilment of the contract, and direct the party complained against to find good and sufficient security as aforesaid, and the party complained against neglect or refuse to comply with such order, a justice may, if he shall think fit, by warrant under his hand, commit such party to any gaol within the said province, there to be confined and kept until he shall so find security; but, nevertheless, so that the term of imprisonment, whether under one or several successive committals, shall not exceed in the whole three months: Provided always that the two justices may, if they think fit, assess and determine the amount of compensation or damage to be paid to the party complaining, and direct the same to be paid, whether the contract is ordered by them to be annulled or not, or in addition to the annulling of the contract of service and discharge of the parties from the same may, if they think fit, impose the fine as hereinbefore authorised: Provided always that no indenture or contract shall be annulled against the consent of the party in whose favor the justices shall decide in any proceedings taken by any party under this Act, and that no apprenticeship, indenture, or contract shall be annulled, except upon proof of illtreatment of the apprentice by the master, or incompetency on the part of the master to teach such apprentice, or wilful neglect so

Masters and Servants Act.—1878.

to teach such apprentice, or incorrigible misconduct on the part of the apprentice: Provided also that the justices, if they rescind or annul any contract or indenture of apprenticeship may, if they think fit, order the whole or any part of the premium paid on the binding of the apprentice to be repaid to the person or persons paying the same: Provided also that nothing herein contained shall authorise the justices to adjudicate where the amount claimed exceeds Fifty Pounds, or to make an order for the payment of any sum exceeding Fifty Pounds (exclusive of the costs incurred in the case), or to require security to an amount exceeding Fifty Pounds from any defendant or his surety or sureties.

Imperial Act—"Employers and Workman's Act of 1875, part of sec. 6."

8. When it is alleged by any party to a contract that the condition of a recognizance or bond entered into or given for the fulfilment of the contract under the provisions of this Act has not been performed, two justices being satisfied thereof after hearing the parties and the sureties (if any), or in the absence of any party or surety not appearing after summons in that behalf, may order that the recognizance or bond be enforced for the whole or part of the sum thereby secured, as to the justices seem fit, and the sum for which the same is so ordered to be enforced shall be recoverable accordingly in a summary manner.

Enforcement of recognizance or bond for fulfilment of contract.

9. Where on the hearing of any information or complaint under this Act an order is made for the payment of money, and the same is not paid as directed, the same shall be recovered by distress of the goods and chattels of the party failing to pay, and in default thereof by imprisonment of such party, but no such imprisonment shall be for more than three months or with hard labor.

Recovery of money by distress and imprisonment in default.

10. From and after the expiration of the term of any such imprisonment as aforesaid, the amount of fine, compensation, or damages, together with the costs so assessed and directed to be paid by any such order as aforesaid, shall be deemed and considered as liquidated and discharged, and such order shall be annulled accordingly, and the said parties exonerated from their respective obligations under the same: Provided always that no wages or any portion thereof which may be accruing due to the employed under any contract after the date of such order shall be assessed to the amount of compensation or damage and costs directed to be paid by him under any such order or warrant of distress, or be seizable or arrestable under the same.

Imprisonment to be in discharge of compensation.

Wages exempt from order, distraint, or arrestment.

11. When justices impose any fine, or enforce any sum secured by a recognizance or bond under this Act, they may, if they think fit, direct that a part not exceeding one-half of such fine or sum, when recovered, be employed to compensate an employer or employed for any wrong or damage sustained by him by reason of the Act or thing in respect of which the fine was imposed, or by reason of the non-fulfilment of the contract.

Application of fines and moneys recovered.

Masters and Servants Act.—1878.

Dishonored cheques.

12. When any wages or money due for work shall be paid to any employed, by any cheque, draft, order, or note in writing upon any bank or any person, and shall be dishonored, no employed shall thereby be deprived of any remedy given to him by this Act for the recovery of his wages, but every such person shall be entitled to recover such reasonable damages as he may have sustained in consequence of the dishonor of such cheque, draft, order, or note, and such damages shall be recoverable as wages.

Penalty for harboring servants already engaged.

13. If any person shall knowingly and unlawfully employ, retain, or harbor any servant already employed, or under contract to serve any other person, before the determination of such contract, every person so offending shall, on conviction before the justices, for every such offence forfeit and pay a sum not exceeding Twenty Pounds.

Partners, agents, and servants to be considered principals.

14. When any contract shall have been made by, or any work or business shall be entrusted to the management or superintendence of the agent, overseer, or manager of any master, and also where two or more persons shall carry on business as partners, in every such case respectively the like proceedings shall be had by or against such agent, overseer, manager, or any one or more of such parties, and shall be as effectual for all the purposes of this Act as if the same had been had by or against the principals or all the parties: Provided that when any such proceeding shall be had against an agent, overseer, or manager in respect of any cause of complaint, not being for the personal misconduct of such agent, overseer, or manager, all sums of money paid or satisfied by such agent, overseer, or manager by virtue of any order of the justices made in pursuance hereof, shall be recoverable by him against the master from whom the same is adjudged to be due, or shall be allowed to him out of any money at the time of payment or afterwards in his hands belonging to such master.

Amount paid by agent, &c., to be recovered by him from master.

As to married women and infants.

15. When 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, such complaint may be lodged, and all further proceedings thereupon had by and in the name of such married woman or infant, or of the sureties of the infant, in any indenture of apprenticeship, or of any person nominated by such infant; and all such proceedings shall be as effectual, valid, and binding as if such married woman were sole or such infant were of full age.

Act to apply to persons engaged in other countries for service in South Australia.

16. The provisions of this Act shall apply to all contracts by indenture or other written agreement made by persons in the United Kingdom or any part of the dependencies thereof, and in foreign countries with persons about to proceed to or actually resident in the said province, or with the agents of such persons for service in the said province.

Emigration Agent in London to be agent under clause 16.

17. The Emigration Agent in London for South Australia may enter into any agreement for hiring on behalf of any person who shall

Masters and Servants Act.—1878.

shall have defrayed in whole or in part the costs of the passage of any emigrant to the said province with the person whose passage shall have been so defrayed.

South Australian
Masters and Servants
Act, 1863, sec. 12.

18. In the case of any contract made out of the said province, it shall be lawful for the justices, after the expiration of one year from the commencement of service under such contract within the said province, to put an end to such contract at the instance of the person contracting to serve under the same upon payment by such servant or his master of such sum of money not exceeding in any case the amount of any moneys paid or advanced on account of the conveyance to the said province, and outfit of such servant, his wife, and family (if any), as in the opinion of such justices shall be a reasonable compensation to the master for any loss he may sustain by reason of the putting an end to such contract, and such matter shall be heard and determined by such justices in a summary manner.

Servants to be free from contracts on the expiration of one year by repaying their masters' money spent for conveying them to the Colony.

19. Upon the hearing and determining of any information or complaint between employer and employed, and on any appeal under the provisions of this Act, the respective parties to the contract, their husbands or wives, shall be deemed and considered as competent witnesses for all the purposes of this Act.

Parties to the contract of service to be competent witnesses.

20. No wages shall become payable to or recoverable by any party for or during the time of his imprisonment under any warrant of committal under this Act.

Wages not to be payable during imprisonment.

21. No levy shall be made for any wages due by an employer who has been adjudged insolvent subsequent to such wages becoming due, and any employer imprisoned for non-payment of wages, and afterwards becoming insolvent, shall be discharged out of custody so far as respects the non-payment of such wages so soon as he shall have been duly adjudged insolvent, and shall have obtained the protection of the Court of Insolvency.

Proviso as to insolvents.

22. Nothing in this Act shall prevent employer or employed from enforcing their respective civil rights and remedies for any breach or non-performance of the contract by any action or suit in the ordinary Courts of law or equity in any case where proceedings are not instituted under this Act.

Nothing to prevent proceedings by civil action or suit.

23. Nothing in this Act contained shall authorise any justice to exercise any jurisdiction in the case of any servant who shall be in the service of such justice, or in any case in which such justice may be directly interested.

Justices not to have jurisdiction over their own servants.

24. In any proceedings under this Act it shall not be necessary to prove due execution of any agreement unless the party against whom such agreement is produced shall dispute the execution thereof on the ground of forgery, fraud, incapacity, or other like cause

Not necessary to prove execution of agreements except in case of forgery, &c.

Masters and Servants Act.—1878.

cause, and the *onus* of proving such forgery, fraud, or other like cause shall lie on the party alleging the same.

Saving for indictments, &c.

25. Nothing in this Act shall interfere with the usual and accustomed mode of procedure in any Court of Criminal Jurisdiction for the trial of indictable offences relating to wilful and malicious injuries to persons or property committed by masters, workmen, servants, or others either at common law or under the several Statutes made and now in force for the punishment of such offences, but so that no person shall be twice prosecuted or sued for the same offence or cause.

Whalers and Seamen,
17 & 18 Vic., c. 104,
No. 7, 1844.

26. Whenever in an Ordinance passed on the 28th day of February, 1844, "To regulate the Whale Fishery Service in South Australia," reference is made to an Ordinance made and passed on the 15th day of November, 1841, intituled "An Act for the summary determination of disputes between Masters and Servants," and to an Act of the Session of Parliament of the fifth and sixth years of the reign of his late Majesty King William the Fourth, intituled "An Act to amend and consolidate the laws relating to the Merchant Seamen of the United Kingdom, and for forming and maintaining a register of all the men engaged in that service," which said Ordinance and Act of Parliament have been heretofore repealed, the same shall be held to mean and apply to this Act and to an Act passed in the Session of Parliament of the seventeenth and eighteenth year of the reign of Her present Majesty intituled "An Act to amend and consolidate the laws relating to Merchant Shipping" respectively; and nothing herein contained shall be construed to alter the provisions of "The Destitute Persons Relief and Industrial and Reformatory Schools Act, 1872."

No objection to be taken for defect in forms.

27. The several forms to the Schedule to this Act contained, or forms to the like effect, shall be deemed valid and sufficient in law, and no objection shall be taken or allowed for any alleged defect therein either in substance or in form.

Summary procedure.

28. All proceedings under this Act, before Justices shall be conducted as appointed by, and shall be regulated under, the Ordinance No. 6 of 1850, intituled "An Ordinance to facilitate the performance of the duties of justices of the peace out of sessions, with respect to summary convictions and orders," except so far as the same shall be altered by this Act.

Appeal.

29. There shall be an appeal from any order, or conviction of any justice under this Act, or any order of justices dismissing any information under this Act, which appeal shall be to the Adelaide Local Court of Full Jurisdiction only; and the proceedings on such appeal shall be conducted in manner appointed by the said Ordinance, No 6 of 1850, for appeals to Local Courts, but the Local Court of Adelaide aforesaid may make such order, as to the payment of costs of appeal, as they shall think fit, although such costs may exceed Ten Pounds.

30. No

Masters and Servants Act.—1878.

30. No conviction, award, or order, under this Act, nor any ad-^{No certiorari.}judication made on appeal therefrom, shall be quashed for want of power or removal by writ of *certiorari* or otherwise into the Supreme Court of the said province, and no warrant of commitment shall be held void by reason of any defect therein, provided it be therein alleged that the party has been convicted, and that there be a good and valid conviction to sustain the same.

In the name and on behalf of Her Majesty, I hereby assent to
this Bill.

WM. F. DRUMMOND JERVOIS, Governor.

SCHEDULES.

FORMS.

A

Information and Complaint.

SOUTH AUSTRALIA, } The information and complaint of A.B. [*describe place of abode*
To Wit. } *and trade*] this day made before me [*or us, one or more*
} *justices*] in and for the province, against C.D. of [*describe*
place of abode and trade], for that [*here state the matter of the complaint and the*
amount claimed for damages or other remedy, as in one of the forms of statements of
grounds of complaint below].

Taken before me, the _____ day of _____ Signed _____ A.B.
_____ J.P.

B

Statement of the matters or grounds of complaint for insertion in the Ordinary General Forms in use by justices.

(a). *Neglecting to Fulfil Contract.*—That A.B., of _____ (hereafter called the said employed), being the servant [*or workman, or artificer, or laborer, or apprentice*] of the said C.D., of _____, (hereafter called the said employer), in his trade or business of a _____, under a certain contract [*or apprenticeship*] for a period now unexpired [*or to execute certain works, namely—* _____]* did on the _____ day of _____,

at _____, in the said province, unlawfully neglect [*or refuse*] and has ever since neglected [*or refused*] to fulfil the said contract [*or to enter into or commence his service according to the said contract or apprenticeship, or has absented himself from the service of the said employer without just cause or lawful excuse*]. Conclude as in statement (e) below.

(b). *Disputes as to Rights.*—Proceed to the asterisk (*) in (a), and then :—and that a certain question, difference, and dispute has arisen between them as to the right [*or liability*] of the said employed [*or employer*] under the said contract, namely, [*stating it*], which the said employed [*or employer*] claims should, &c., [*as the fact is*]. Conclusion as (e) below.

(c). *Disputes as to Misusage, Misdemeanor, Misconduct, or Ill-treatment of either Party.*—Proceed to the asterisk in (a), and then :—and that a certain question, difference, and dispute has arisen between them touching certain ill-usage which the said employed [*or employer*] committed [*or inflicted*] upon the said employer [*or employed*], or touching a certain misdemeanor which the said employer committed [*or touching certain misconduct which the said employed was guilty of*] [*or touching certain ill-treatment which the said employed or employer inflicted upon the said employer or employed*], on the _____ day of _____, 18____, at _____, in the said province, namely, that the said [*setting it out shortly*]. [Conclusion as (e) below].

(d). *Dispute as to Injury to Person or Property of either Party.*—Proceed to the asterisk * in (a), and then :—and that a certain question, difference, and dispute has arisen

Masters and Servants Act.—1878.

arisen between them touching a certain injury which the said employed [or employer] inflicted to the person of the said employer [or employed] [or to the property of the said employer or employed], on the day of 18, at the , in the said province [conclusion as in (e) below].

(e.) *Conclusion to either of the Forms (a), (b), (c), and (d).*—And the said complainant, the employer [or employed] further says that the amount of compensation [or damage] which he claims for the said breach and non-performance of the said contract [or for the said misuse, misdemeanor, misconduct, ill-treatment, or injury, as the case may be] is £ , and he prays that the said employed [or employer] may be summoned and adjudicated upon under section No. of the Masters and Servants Act, 1878.

C

Form of Adjudication upon complaints, for insertion in the Ordinary General Forms of Conviction.

To adjudge and order in pursuance of the Masters and Servants Act, 1878, that:—

(a.) *Abatement of Wages.*—The sum of £ being the whole [or a part] of the wages now due to the said employed shall be abated therefrom. [Costs as F below].

(b.) *Order for Fulfilment of Contract.*—The said employer [or employed] shall fulfil the said contract forthwith [and if so, that the said employed or employer shall forthwith find good and sufficient security by recognizance himself in the sum of £ , and two sureties in the sum of £ each, or one surety in the sum of £ for the due fulfilment of the said contract]. [Costs as F below].

(c.) *When Contract Annulled, Wages apportioned and Fine Imposed.*—The said contract shall be annulled, and the said parties thereto be forthwith discharged from the same, and we do apportion the wages of £ to be due to the said employed to the completed period of the said contract; and we do order that the sum of £ [the whole or any part of the premium paid on an indenture of apprenticeship] be paid to [the party who has paid such premium]. [Costs as F below].

(d.) *When Fine Imposed instead of Compensation.*—That the said employer [or employed] shall forfeit and pay the sum of £ . [Costs as F below].

(e.) *Where Compensation, &c., Assessed.*—Do assess, determine, and direct that the sum of £ shall be paid by the said employed [or employer] to the said employer [or employed] as and for compensation [or damages] to him for the breach and non-performance of the said contract [or as the case may be]. [Costs as F below].

(f.) *Costs in all Cases.*—And that the said employed [or employer] shall pay to the said employer [or employed] the sum of £ for his costs incurred in this behalf.

D

(a.) *Statement of Complaint for Non-performance of Conditions of Recognizance given as Security for Fulfilment of Contract.*—Proceed as in form (a) and to the asterik * in the statement (a) and then, and the said employer [or employed] having neglected and refused to fulfil the said contract was duly summoned before

[describe the justice] on the day of

and by him was in pursuance of section of the Masters and Servants Act, 1878, ordered and directed to find security for the fulfilment of the said contract, and in obedience thereto the said employer [or employed] duly entered into his own recognizances in the sum of £ and E. F. and F. G., as his sureties, entered into a recognizance in the sum of £ each conditioned that the said employer [or employed] should forthwith fulfil the said contract; but the said employed [or employer] has not performed the said condition or in any way fulfilled the said contract,

(b.) *Adjudication*

Masters and Servants Act.—1878.

(b.) *Adjudication upon the Last Complaint for Insertion in the usual General Form or Order.*—After vesting in the past tense the statement of complaint (a) do adjudge and order in pursuance of section _____ of the said Act that the said recognizance be estreated, and that the said employed [*or employer*] shall forthwith pay the sum of £ _____ and that the said E. F. and F. G., the sum of £ _____ each, and further each of them the sum of £ _____ for the costs of the said employer [*or employed*] in this behalf, such sums to be respectively applied according to law.