



ISSUED BY
THE BOARD OF TRADE,
in pursuance of
57 & 58 Vict., ch. 60.

AGREEMENT AND ACCOUNT OF CREW. FOREIGN-GOING SHIP.

The term " Foreign-going Ship " means every Ship employed in trading or going between some place or places in the United Kingdom and some place or places situate beyond the Coasts of the United Kingdom, the Islands of Guernsey, Jersey, Sark, Alderney, and Man, and the Continent of Europe, between the River Elbe and Brest inclusive.

Any Erasure, Interlineation, or Alteration in this Agreement will be void unless made with the consent of the persons interested, and attested by a Superintendent or Consular Officer.

Name of Ship. ¹		Official No.	Port of Registry.	Port No. and Date of Register.	Registered Tonnage.		Nominal Horse Power of Engines (if any).	
M.V. Penelope		139450	Stephens 7 Is	1, 1929	Gross. 46-11	Net. 25-11	N.H.P. I.H.P. B.H.P. 50	
REGISTERED MANAGING OWNER OR MANAGER.				CHARTERER ⁶				
Name.	Address (State No. of House, Street and Town)		No. of Seamen for whom accommodation is certified.	Name.	Address.			
John Hamilton	Punta Loyola, Argentine Republic		5					

The Several Persons whose names are hereto subscribed, and whose descriptions are contained herein, and of whom are engaged as Sailors, hereby agree to serve on board the said Ship, in the several capacities expressed against their respective names on a voyage from

Magallanes to Falkland Islands and South American Ports, not exceeding six months duration

And it is also agreed, that⁶

Get paid

And the Crew agree to conduct themselves in an orderly, faithful, honest and sober manner, and to be at all times diligent in their respective Duties, and to be obedient to the lawful commands of the said Master, or of any person who shall lawfully succeed him, and of their Superior Officers, in everything relating to the said Ship and the Stores and Cargo thereof, whether on board, in boats or on shore ; in consideration of which Services to be duly performed, the said Master hereby agrees to pay to the said Crew as Wages the Sums against their Names respectively expressed, and to supply them with provisions according to the Scale on the other side hereof.

And it is hereby agreed that any Embezzlement or wilful or negligent Destruction of any part of the Ship's Cargo or Stores shall be made good to the Owner out of the Wages of the Person guilty of the same.

And it is further agreed, that if any Seaman enters himself in a capacity for which he is incompetent, he is liable to be disrated.

And it is also agreed, that the additional clauses on page 2 and the Regulations authorized by the Board of Trade, which are printed on page 3 and numbered⁴

are adopted by the parties hereto, and shall be considered as embodied in this Agreement ; And it is also agreed, that if any Member of the Crew considers himself to be aggrieved by any breach of the Agreement or otherwise, he shall represent the same to the Master or Officer in charge of the Ship in a quiet and orderly manner, who shall thereupon take such steps as the case may require ; and it is also stipulated that advances on account and allotments of part of wages shall be made as specified against the names of the respective seamen in the columns provided for that purpose.

In Witness whereof the said Parties have subscribed their Names herein, on the days mentioned against their respective signatures.

Signed by Bernardino Elgueta Master
on the 30th day of May 1936

Date of Commencement of Voyage.	Port at which Voyage commenced.	These Columns to be filled up at the end of the Voyage.			I hereby declare to the truth of the Entries in this Agreement and Account of Crew, &c. <u>Bernardino Elgueta</u> Master.
30/5/36	Port Stephens Falkland Is	Date of Termination of Voyage.	Port at which Voyage terminated.	Date of Delivery of Lists to Superintendent.	
		23/7/1936	Port Stephens		

- Place S.S. before name if a Steamship, and M.V. if a Motor Vessel.
- Delete inapplicable letters. N.H.P. should always be inserted here if given in the certificate of registry.
- Here is to be inserted the nature, and as far as practicable, the duration of the intended voyage or engagement, or the maximum period and the places or parts of the world, if any, which are excluded.
- Here are to be inserted the Numbers of any of the Regulations for preserving discipline issued by the Board of Trade, and printed on the third page hereof, which the parties agree to adopt.
- Here any other stipulations may be inserted to which the parties agree, and which are not contrary to law.
- Here are to be inserted the name and address of any person who has chartered the vessel and appoints the Master and crew, pays their wages, and has for the time being the whole control of the ship.

N.B.— This form must not be unstitched. No leaves may be taken out of it, and none may be added or substituted. Care should be taken at the time of engagement that a sufficiently large Form is used. If more men are engaged during the voyage than the number for whose signatures spaces are provided in this Form, an additional Form Eng. 1 should be obtained and used.

PARTICULARS

Reference No.	SIGNATURES OF CREW AND NUMBERS OF DISCHARGE BOOKS (Dis. A's).	Age.	* Nationality (If British, state birthplace—see footnote).	HOME ADDRESS. <small>N.B.—The Home Address is the one to which communications should be made in the event of the death of the Seaman.</small>	Name of last Ship, with Official No. or Port of Registry and date of discharge if more than a year previous.	Date and Place of Signing this Agreement.	
						Date.	Place.
1	<i>Bernardino Aguiar</i> Master to sign first	40	<i>Chilian</i>	<i>Labor 266</i> <i>Magallanes</i>	<i>Penelope.</i>	<i>30/7/36</i>	<i>Port Stephens</i>
2	<i>Alvic Brucos</i>	26	<i>Argentine</i>	<i>Go Hamilton & Saunders</i> <i>Magallanes</i>	"	"	"
3	<i>Rom n Ruiz</i>	31	<i>Chilian</i>	<i>Pedro Prout</i> <i>Magallanes</i>	"	"	"

‡ The capacities of Engineers not employed on the Propelling Engines and Boilers should be described here and in the Certificate of Discharge as Engine Drivers, Donkeymen, Refrigerating Boys not merely as Boys.
 * If a British Subject, state Town or Country of Birth, and if born in a foreign country, state if a natural born British Subject or naturalized.
 † If any member of the Crew enters His Majesty's Service, the Name of the King's Ship into which he enters is to be stated under the head of "Cause of Leaving".
 ‡ If the advance of wages is not conditional on going to sea the words "not conditional" should be inserted above the entry of the amount.

OF ENGAGEMENT.

In what Capacity engaged. †	No. of Certificate (if any) and No. of Reserve Commission or R. V. 2 (if any).	Date and Hour at which he is to be on board.	Amount of Wages or Calendar Month.	Amount of Wages Advanced upon or at the time of Engagement. ‡	Amount of Weekly or Monthly Allowment.	Signature or Initials of Official before whom the Seaman is engaged.	PARTICULARS OF DISCHARGE, &c. <small>To be filled in by the Master upon the Discharge, Death or Desertion of any Member of his Crew.</small>			Balance of Wages paid on Discharge.	RELEASE.		Number of Weeks for which Insurance and Contributions have been paid.	Reference No.
							Date.	Place.	Cause. §		We, the undersigned Members of the Crew of this Ship, do hereby release this Ship, and the Master and Owner or Owners thereof, from all Claims for Wages, or otherwise in respect of this Voyage, and I, the Master, do hereby release the said undersigned Members of the Crew from all Claims in respect of the said Voyage.	Signature or Initials of Official before whom the Balance of Wages was paid and Release signed and Dated.		
<i>Master</i>		<i>at once</i>				<i>[Signature]</i>	<i>29/7/36</i>	<i>Port Stephens</i>	<i>end of voyage</i>	<i>26 52</i>	<i>Bernardino Aguiar</i>	<i>CHR</i>	1	
<i>Steward</i>		<i>" 10</i>				<i>[Signature]</i>	<i>27/7/36</i>	<i>Port Stephens</i>	<i>end of voyage</i>		<i>Albert Mc Donough</i>	<i>CHR</i>	2	
<i>Steward Cook</i>		<i>" 9</i>				<i>[Signature]</i>	<i>27/7/36</i>	<i>"</i>	<i>"</i>	<i>7 2</i>	<i>Roman Ruiz</i>	<i>CHR</i>	3	

country, state if a natural born British Subject or naturalized.
 Engineers, Electrical Engineers, or Winchmen, and not merely as Engineers. Boys entirely employed in connection with the work of Cooks and Stewards should be described as Cabin as Boys.
 † If any member of the Crew enters His Majesty's Service, the Name of the King's Ship into which he enters is to be stated under the head of "Cause of Leaving".
 ‡ If the advance of wages is not conditional on going to sea the words "not conditional" should be inserted above the entry of the amount.
 § If the cause of leaving the Ship should be briefly stated thus "Discharged," "Deserted," "Left Sick," "Died."

Name of

PARTICULARS

Reference No.	SIGNATURES OF CREW AND NUMBERS OF DISCHARGE BOOKS (Dis. A's).	Age.	* Nationality (If British, state birthplace—see footnote).	HOME ADDRESS. <small>N.B.—The Home Address is the one to which communications should be made in the event of the death of the Seaman.</small>	Name of last Ship, with Official No. or Port of Registry and date of discharge if more than a year previous.		Date and Place of Signing this Agreement.	
					5.	6.	7.	8.
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

† The capacities of Engineers not employed on the Propelling Engines and Boilers should be described here and in the Certificate of Discharge as Engine Drivers, Donkeymen, Refrigerating Boys, not merely as Boys.
 * If a British Subject, state Town or Country of Birth, and if born in a foreign country, state if a natural born British Subject or naturalized.
 ‡ If the advance of wages is not conditional on going to sea the words "not conditional" should be inserted above the entry of the amount.
 § If any member of the Crew enters His Majesty's Service, the Name of the King's Ship into which he enters is to be stated under the head of "Cause of Leaving".

Ship *M.V. Penelope*

OF ENGAGEMENT.

In what Capacity engaged. †	No. of Certificate (if any) and No. of Reserve Commission or R. V. 2 (if any).	Date and Hour at which he is to be on board.	Amount of Wages per Week or Calendar Month.	Amount of Wage Advanced upon or at the time of Engagement. ‡	Amount of Weekly or Monthly Allowment.	Signature or Initials of Official before whom the Seaman is engaged.	PARTICULARS OF DISCHARGE, &c. <small>To be filled in by the Master upon the Discharge, Death or Desertion of any Member of his Crew.</small>			Balance of Wages paid on Discharge.	RELEASE.		Number of Weeks for which Insurance Act Contributions have been paid.	Reference No.
							Date, Place, and Cause of leaving this Ship, or of Death.				We, the undersigned Members of the Crew of this Ship, do hereby release this Ship, and the Master and Owner or Owners thereof, from all Claims for Wages, or otherwise in respect of this Voyage, and I, the Master, do hereby release the said undersigned Members of the Crew from all Claims in respect of the said Voyage. <small>Signatures of Crew (each to be on the line on which he signed in Col. 1).</small>			
8.	9.	10.	11.	12.	13.	14.	Date.	Place.	Cause. †	18.	19.	20.	21.	
														21
														22
														23
														24
														25
														26
														27
														28
														29
														30
														31
														32
														33
														34
														35
														36
														37
														38
														39
														40

country, state if a natural born British Subject or naturalized.
 Engineers, Electrical Engineers, or Winchmen, and not merely as Engineers. Boys entirely employed in connection with the work of Cooks and Stewards should be described as Cabin as Boys.
 ‡ If the advance of wages is not conditional on going to sea the words "not conditional" should be inserted above the entry of the amount.
 † If any member of the Crew enters His Majesty's Service, the Name of the King's Ship into which he enters is to be stated under the head of "Cause of Leaving".

FEES CHARGEABLE BY CONSULS.

NOTICE.

The following are the Fees, among others, chargeable for services rendered by Consular Officers:—

Services required by Law.	In countries other than China.		In China.	
	s.	d.	s.	d.
(1.) For every seaman engaged before Consular Officers	3	0	4	0
(2.) For every alteration in agreements with seaman made before Consular Officers	3	0	4	0
(3.) For every seaman discharged or left behind with the Consular Officers' sanction	3	0	4	0
(4.) For every desertion certified by Consular Officers	3	0	4	0
(5.) For making endorsement on ship's papers as required by Section 257 of the Merchant Shipping Act, 1894—(To include the fee for the inspection of ship's papers—See No. 7)	5	0	7	0

Services required by parties interested.

- (6.) For preparing a fresh agreement with the Crew of a British vessel on new Articles of Agreement being opened at a Foreign Port, and for furnishing the copy which the Merchant Shipping Acts require should be made accessible to the Crew:—
 - In Countries other than China—
 - 1/- for each man with minimum of 15/- and maximum of £2 0s. 0d
 - In China—
 - 2/- for each man with minimum of £1 and maximum of £3 0s. 0d
- (7.) For inspecting ship's papers when their production is required to enable a Consular Officer to perform any specific service on the ship's behalf, (N.B.—This fee is not to be charged when Fee No. 5 is leviable) 5 0 7 0

Under the Consular Fees (No. 2) Order in Council, 1921, a Surtax of 25% over and above these fees is payable, except in China.

NOTE.—Consular Fee Stamps to the value of the Fees charged must be affixed and cancelled. *In the case of No. 6, the Fee Stamps are to be affixed at the top left-hand corner of the front page of the fresh agreement, which is to be signed by the Crew and delivered to the Master. In all other cases the Stamps must be affixed to the endorsements hereon. Stamps must on no account be removed.

CERTIFICATES


Or Endorsements made by Consuls or Superintendents.

Shipping Office
Port Stephens N.S.W.

I hereby certify that I have sanctioned the engagement of the undermentioned seaman upon the terms of the within written agreement which has been signed in my presence with a full understanding of same.

1-3 inclusive


C. W. Robertson
Shipping Master
30th May 1936



Shipping Office
Port Stephens N.S.W.

I hereby certify that I have this day signed off No 2 of these articles Who has left at end of his ~~agreement~~ Agreement. 4th July 1937

C. W. Robertson
Shipping Master
4th July 1937



Ship _____

CERTIFICATES

Or Endorsements made by Consuls or Superintendents.

Shipping Office
Port Stephens N.S.W.

I hereby certify that I have this day signed off No 1 of these articles Who has left at end of his agreement 30th Nov 1936

C. W. Robertson
Shipping Master

Shipping Office
Port Stephens N.S.W.

I hereby certify that I have this day signed off No 3 of these articles Who has left at end of his agreement 23 July 1938

C. W. Robertson
Shipping Master

CERTIFICATES

Or Endorsements made by Consuls or Superintendents.

Name of

Ship

CERTIFICATES

Or Endorsements made by Consuls or Superintendents.

NOTE.—If more space is required for certificates or endorsements they may be continued on page 6, if available, otherwise an additional form Eng. 1., must be used.

Endorsement to be made by the proper Officer on the termination of the voyage, in connection with Section 28, Merchant Shipping Act, 1906.

The wages and effects of seamen left behind abroad by reason of desertion, etc., and having the following reference numbers in this Agreement, have been duly accounted for to me on Form L. a. 1.

The cases of seamen having the following reference Numbers.

are exempt under Section 28 (12 b)†

and those with reference Numbers.

under Section 28 (12 c)†

Signature.

Date.

†These exemptions do not apply when the Master elects to deal with the accounts collectively.

Reimbursement account charges are to be excluded from consideration in dealing with claims for exemption.

INSTRUCTIONS TO MASTERS.

Agreements.

1. The Merchant Shipping Act requires the Master of every Ship, *except Ships of less than eighty tons exclusively employed in the coasting trade*, to enter into an Agreement with every Seaman whom he carries to sea as one of his Crew. The term "Seaman" includes every person, except Masters, Pilots and Apprentices (duly indentured and Registered), employed or engaged in any capacity on board any Ship.

2. In order to enable the Seamen to know the contents of the Agreement, the Master, at the commencement of the voyage, is bound, under a penalty of 5*l.*, to have a legible copy (omitting the signatures) placed in an accessible part of the Ship.

3. All alterations in any Agreement (except additions in shipping substitutes) are inoperative unless proved to have been made with the consent of all persons interested, by the written attestation of a Superintendent, Justice, Officer of Customs, or other public functionary, or Consular Officer, or where there is no such Officer, of two respectable British Merchants.

4. Fraudulently altering, or making any false entry in, or delivering a false copy of any Agreement, or being a party to such an act, may be punished by the infliction of a Penalty not exceeding 100*l.*, or by imprisonment with or without hard labour for any period not exceeding six months.

Engagement of Crews and Seamen in the United Kingdom.

5. The Crews of all British foreign-going Ships must be engaged (in the United Kingdom) in the presence of a Superintendent of Mercantile Marine, who will read over and explain the Agreement to Seamen before they are allowed to sign it.

6. Whenever a Master of a Ship is desirous of making use of the Mercantile Marine Office for the purpose of *selecting* his Crew, he must inform the Superintendent so that a notice may be published for the information of those men who are seeking employment.

7. In all cases the Superintendent should have at least six hours' notice of the time at which the Master and Crew are to attend to sign the Agreement. Before the engagement of the Crew is proceeded with, the Master must—

- (a) Produce the Certificates for himself, his Mates, and his Engineers (if any), and
- (b) Produce the Apprentices destined for the voyage, together with their indentures.

8. Upon the Master complying with the above Regulations, the Superintendent will, when the engagement of the Crew has been completed, give him a certificate for clearance outwards.

9. Superintendents will give the like Certificates to Masters of Ships who have entered into running Agreements with their Crews, upon their complying with sub-section 115 (7) M.S.A. 1894, and producing at the Mercantile Marine Office the Certificate of any Mate or Engineer engaged during or subsequent to the last voyage.

10. The engagement of substitutes for Seamen, who have died or left the Ship within twenty-four hours of her putting to sea, is to be made before a Superintendent, if practicable, but if not the Master as soon as possible is to have the Agreement read over and explained to the substitutes in the presence of a witness, who is to attest their signatures.

11. Carrying any Seamen to sea without entering into an Agreement subjects the Master of a foreign-going Ship to a Penalty of 5*l.*

12. The Master of a foreign-going Ship incurs a Penalty of 5*l.*, if he does not report to the nearest Mercantile Marine Office any changes in his Crew before he finally leaves the United Kingdom.

Ports Abroad.

13. Upon the Arrival of the Ship at a Port where there is a British Consular Officer, or a Superintendent, the Master is bound under a *Penalty of Twenty Pounds* to deliver within forty-eight hours of the Ship's arrival (if the ship remains forty-eight hours at the Port, and is not a Passenger Ship) to the Consular Officer, or the Superintendent, the Agreement, and all Indentures and Assignments of Apprenticeships. The Officer will keep them during the Ship's stay at the Port, and will, within a reasonable time before the Ship's departure, return them to the Master with a Certificate stating when they were delivered and returned.

14. If the Ship remains at any port for a period less than 48 hours, and the Consular Officer, or the Superintendent is required to issue a certificate for production to the Local Authorities before the Ship's departure from that port, the Ship's Articles should be inspected before the Certificate is issued, and the fee of 5*s.* (as provided in Clause 7 relating to the Fees chargeable by Consuls), for the performance of a specific duty on the Ship's behalf, should be charged. The fee stamp is to be affixed to the Agreement with the crew in the part reserved for endorsements.

15. The engagement or discharge of any Seamen abroad must be made before a British Consul, or before a Superintendent, as the case may be, who will endorse upon the Agreement a Certificate accordingly. If this Certificate be not made the Master of the Ship is liable to a Penalty. (*See also paras. 20, 21 and 22 below.*)

Return to the United Kingdom.

16. The Crew of every British foreign-going Ship discharged in the United Kingdom must be discharged and receive their wages in the presence of a Superintendent of a Mercantile Marine Office. An infringement of this law renders the Master or Owner liable to a Penalty of 10*l.*

17. In all cases in which Crews are to be discharged at the Mercantile Marine Office, at least twenty-four hours' notice should be given to the Superintendent by the Master or Owner.

In the column for particulars of discharge, the date, etc., of termination of service should be entered and if the wages continue to accrue under the Agreement until some later time, the date when they cease should also be stated. It is not necessary to enter the date, &c., of the payment of wages.

18. Within forty-eight hours after the ship's arrival at her final port of destination in the United Kingdom, or upon the discharge of the Crew, whichever first happens, the Master is to deliver to the Superintendent of the Mercantile Marine Office the Agreement, and Official Log Book, and accounts of the wages and effects of any Seaman or Apprentice who has died on board during the voyage, whether he formed part of the Crew or not, any effects remaining unsold, and the balance of wages or other moneys belonging to any such Seaman or Apprentice. When the effects of a deceased Seaman have been sold on board a vessel the proceeds of such sale must in every case be handed over to the Superintendent, without deduction, unless such proceeds have already been paid by the Master to a Consul or Superintendent abroad on behalf of the Board of Trade. The Master is also to deliver to the Superintendent the Certificates (Masters', Mates', Engineers', or Naval Reserve) of any who have died or deserted during the voyage. The Superintendent will then give a Certificate for the purpose of clearance inwards.

19. The Master is to give to every Seaman (or leave with the Superintendent on his behalf) an account, on a form sanctioned by the Board of Trade, of his wages, and of all deductions to be made therefrom, at least twenty-four hours before the time of payment or discharge, under a penalty of 5*l.* for non-compliance. Deductions for fines, forfeitures, &c., which are sought to be made in this account must be proved by proper entries made in the Official Log Book.

20. Upon paying off or discharging any seaman, the Master is bound under a Penalty of 10*l.* to give the Seaman a Certificate of Discharge; and the Master is also bound under a penalty of 20*l.* to return to any certificated Mate or Engineer upon his discharge his Certificate of Competency or Service.

21. A statement of the conduct, character and qualifications of each Member of the Crew; or a statement that he declines to give an opinion on such particulars, is to be entered and signed by the Master in the Official Log Book as required by the Act.

22. Upon payment of wages and settlement of disputes (if any) being effected the Officer before whom the men are discharged will require the Crew to sign *in his presence* a release from all claims in respect of the voyage just finished, subject to the right of any member of the crew to except from the release signed by him any specified claim or demand, in accordance with the provisions of Section 60 of the Merchant Shipping Act, 1906. (*See page 5 cols. 19 and 20.*)