

# 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 some Superintendent of a Mercantile Marine Office, or Consular or Colonial Officer.

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



Name of Ship.	Official No.	Port of Registry.	Port No. and Date of Register.	Registered Tonnage.		Nominal Horse Power of Engines (if any).
<i>PENELOPE</i>	<i>139450</i>	<i>Stanley Is.</i>	<i>11929</i>	Gross. <i>46.11</i>	Net. <i>26.11</i>	<i>50</i>
REGISTERED MANAGING OWNER OR MANAGER.			No. of Seamen for whom accommodation is certified.		FOR PARTICULARS AS TO LOAD LINE, SEE PAGE 3.	
Name.	Address. (State No. of House, Street and Town.)					
<i>John Hamilton</i>	<i>Punta Laya, Capatzen Bay</i>		<i>5</i>			

The Several Persons whose names are hereto subscribed, and whose descriptions are contained herein, and of whom *four* 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

*The Falkland Islands  
to Magallanes Chile and  
South American ports, not exceeding  
Six months duration.*

And it is also agreed, that

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 disgraced.

And it is also agreed, that the Regulations authorized by the Board of Trade, which are printed herein and numbered

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 *John Hamilton* Master.  
on the \_\_\_\_\_ day of \_\_\_\_\_ 191\_\_



Date of Commencement of Voyage.	Port at which Voyage commenced.	These Columns to be filled up at the end of the Voyage.			
<i>10/10/34</i>	<i>Port Stephens Falkland Islands</i>	Date of Termination of Voyage.	Port at which Voyage terminated.	Date of Delivery of Lists to Superintendent.	I hereby declare to the truth of the Entries in this Agreement and Account of Crew, &c
		<i>3/5/35</i>	<i>Magallanes, Chile</i>		<i>John Hamilton</i> Master.

1. 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.  
2. 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.  
3. Here any other stipulations may be inserted to which the parties agree, and which are not contrary to law.  
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.

# SCALE OF PROVISIONS

REQUIRED BY SECTION 25 OF THE MERCHANT SHIPPING ACT 1906 TO BE ALLOWED AND SERVED OUT TO THE CREW DURING THE VOYAGE, EXCEPT IN CASES IN WHICH THE CREW FURNISH THEIR OWN PROVISIONS.

NOTE.—The scale agreed upon is in addition to the Lime and Lemon Juice, and Sugar, or other Anti-Scorbutics required by the Merchant Shipping Acts.

	Water	Soft Bread	Biscuit	Salt Beef	Salt Pork	Preserved Meat	Fish	Potatoes	Dried or Compressed Vegetables	Peas, Split	Peas, Green	Calavances or Haricot Beans	Flour	Rice	Oatmeal	Tea	Coffee	Sugar	Milk Condensed	Butter	Marmalade or Jam	Syrup or Molasses	Suet	Pickles	Dried Fruits	Fine Salt	Mustard	Pepper	Curry Powder	Onions
Sunday ...	4	1	1	1	1	4	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Monday ...	4	1	1	1	1	4	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Tuesday ...	4	1	1	1	1	4	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Wednesday ...	4	1	1	1	1	4	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Thursday ...	4	1	1	1	1	4	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Friday ...	4	1	1	1	1	4	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Saturday ...	4	1	1	1	1	4	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Weekly ...	28	3	4	3	2	21	2	6	1	1	1	2	8	12	4	12	1	1	1	1	1	4	5	2	4	4	4	3		

### CONDITIONS AND EXCEPTIONS IN APPLYING SCALE.

- The issue of provisions for which a total weekly, and no daily, amount is given in the above scale shall be reasonably distributed throughout the week.
- The issue of soft bread under the scale shall not be required—
  - in a ship of less than one thousand tons gross registered tonnage; or
  - if rough weather renders the making of the bread impracticable, or
  - in any ship until the date of the first agreement with the crew entered into after the first day of January nineteen hundred and eight; but where soft bread is not issued, an equivalent amount of biscuit shall be issued instead.
- An equal quantity of fish, up to an amount not exceeding three-quarters of a pound in any one week, may be substituted for preserved meat under the above scale. The fish issued, whether under the scale or as a substitute, must be fresh fish, dried fish, or canned salmon or canned herrings.
- Within the tropics, a pound and a half of preserved meat or three pounds of fresh meat may be substituted for two pounds of salt pork.
- Fresh potatoes must be issued for at least the first eight weeks of the voyage in the case of every ship leaving a port within the home trade limits at any time between the last day of September and the first day of May, and at any other time when they can be procured at a reasonable cost. When fresh potatoes are not so issued, an equal amount of yams, or vegetables preserved in tins, or an equivalent amount of dried or compressed potatoes or dried or compressed vegetables, in the proportion of one pound to six pounds of fresh potatoes, must be issued in their place.
- Fresh vegetables, or vegetables preserved in tins, may at any time be substituted for dried or compressed vegetables in the proportion of half a pound of fresh vegetables, or vegetables preserved in tins, to one ounce of dried or compressed vegetables.
- A mixture of coffee and chicory containing not less than seventy-five per cent. of coffee may at any time be substituted for coffee in the proportion of five ounces of the mixture to four ounces of coffee.
- The dried fruit issued under the above scale must be raisins, sultanas, currants, figs, or prunes.
- The onions to be issued under the above scale must be fresh onions when in season; and, when fresh onions are not in season, an equal amount of onions or vegetables preserved in tins, or an equivalent amount of dried or compressed onions or vegetables in the proportion of one ounce to half a pound of fresh onions must be issued.
- In port—
  - soft bread shall be issued in lieu of biscuit; and
  - when procurable at a reasonable cost, a pound and a half of fresh meat and half a pound of fresh vegetables shall be issued daily, and, when fresh meat and fresh vegetables are so issued, salt and preserved meat and dried or compressed vegetables need not be issued.
- The stokehold hands are to receive sufficient oatmeal and one quart of water extra daily while under steam.

### SUBSTITUTES AND EQUIVALENTS—NOT TO BE USED WITHOUT REASONABLE CAUSE.

Fresh meat ...	1 1/2 lb.	To be considered equal.	Split Peas ...	1 pt.	To be considered equal when issued with meat rations.
Salt meat ...	1 lb.		Flour ...	1 pt.	
Preserved meat ...	1 lb.	To be considered equal.	Calavances or haricot beans ...	1 lb.	To be considered equal.
Coffee ...	1 lb.		Rice ...	1 lb.	
Cocoa ...	1 lb.	To be considered equal.	Marmalade ...	1 lb.	To be considered equal.
Tea ...	1 lb.		Jam ...	1 lb.	
Flour ...	1 lb.	To be considered equal.	Butter ...	1 lb.	To be considered equal.
Biscuit ...	1 lb.		Mustard ...	1 lb.	
Rice ...	1 lb.	To be considered equal.	Curry Powder ...	1 lb.	To be considered equal.

# BILL OF FARE.

NOTE.—The Act does not require these particulars to be given, but the Table may be filled up if desired.

	BREAKFAST.	DINNER.	SUPPER.
Sunday ...			
Monday ...			
Tuesday ...			
Wednesday ...			
Thursday ...			
Friday ...			
Saturday ...			
Articles supplied daily			

# LOAD-LINE AND DRAUGHT OF WATER.

POSITION OF DISC.

\* The centre of the disc is placed at \_\_\_\_\_ feet \_\_\_\_\_ inches below the \_\_\_\_\_ deck-line marked under the provisions of the Merchant Shipping Act, 1894.

\* POSITION OF LINES USED IN CONNECTION WITH THE DISC.

### SAILING SHIP.

Maximum load-line in fresh water, \_\_\_\_\_ feet \_\_\_\_\_ inches above the centre of the disc.

Maximum load-line in winter, North Atlantic \_\_\_\_\_ feet \_\_\_\_\_ inches below the centre of the disc.

### STEAM SHIP.

Maximum load-line in fresh water \_\_\_\_\_ feet \_\_\_\_\_ inches above the centre of the disc.

Maximum load-line in Indian summer \_\_\_\_\_ feet \_\_\_\_\_ inches above the centre of the disc.

Maximum load-line in summer the centre of the disc.

Maximum load-line in winter \_\_\_\_\_ feet \_\_\_\_\_ inches below the centre of the disc.

Maximum load-line in North Atlantic winter \_\_\_\_\_ feet \_\_\_\_\_ inches below the centre of the disc.

\* These particulars are to be taken from the certificate of approval of the position, or alteration of the position, of the disc, and the words which are not applicable should be erased.

In the Northern Hemisphere the Summer months are April to September inclusive, and the Winter Months October to March inclusive. In the Southern Hemisphere the Summer and Winter freeboards should be used during the corresponding or recognised Summer and Winter Months respectively.

The additional free-board specified for the North Atlantic trades is to apply to vessels sailing to, or from, the Mediterranean or any British or European Port, which may sail to, or from, or call at, Ports in British North America, or eastern Ports in the United States, North of Cape Hatteras, from October to March inclusive. The reduced free-board allowed for voyages in the Fine Season in the Indian Seas only applies to vessels trading between the limits of Suez and Singapore.

# REGULATIONS FOR MAINTAINING DISCIPLINE,

SANCTIONED BY THE BOARD OF TRADE IN PURSUANCE OF S. 114 (2) OF THE MERCHANT SHIPPING ACT, 1894.

These Regulations are distinct from, and in addition to, those contained in the Act, and are sanctioned but not universally required by Law. All or any of them may be adopted by agreement between a Master and his Crew, and thereupon the offences specified in such of them as are so adopted will be legally punishable by the appropriate Fines or Punishments. These Regulations, however, are not to apply to Certificated Officers.

These Regulations are all numbered, and the numbers of such of them as are adopted must be inserted in the space left for that purpose in the Agreement, page 1, and the following copy of these Regulations must be made to correspond with the Agreement by erasing such of the Regulations as are not adopted. The signature or initials of the Superintendent of a Mercantile Marine Office, or Consular or Colonial Officer before whom the Agreement is made, must be placed opposite such of the Regulations as are adopted.

For the purpose of legally enforcing any of the following penalties, the same steps must be adopted as in the case of other Offences punishable under the Act; that is to say, a statement of the Offence must, immediately after its commission, be entered in the Official Log Book by the direction of the Master, and must at the same time be attested to be true by the signatures of the

Master and the Mate, or one of the Crew; and a copy of such entry must be furnished, or the same must be read over to the Offender, before the ship reaches any Port or departs from the Port at which she is; and an entry that the same has been so furnished or read over, and of the reply, if any, of the Offender, must be made and signed in the same manner as the entry of the Offence. These entries must, upon discharge of the Offender, be shown to the Superintendent of a Mercantile Marine Office, or Consular or Colonial Officer, before whom the offender is discharged; and if he is satisfied that the Offence is proved, and that the entries have been properly made, the Fine must be deducted from the Offender's wages, and paid over to the Officer.

If, in consequence of subsequent Good Conduct, the Master thinks fit to remit or reduce any Fine upon any Member of his Crew which has been entered in the Official Log, and signifies the same to the Officer, the fine shall be remitted or reduced accordingly, an entry being made of the fact in the Official Log. If wages are contracted for by the Voyage, or by Share, the amount of the Fines is to be ascertained in the manner in which the Amount of Forfeiture is ascertained in similar cases under Sect. 234.

No.	OFFENCE.	Amount of Fine or Punishment.	Signature of Superintendent or Officer Abroad.
1	Striking or assaulting any person on Board or belonging to the Ship (if not otherwise prosecuted)	Five Shillings.	
2	Bringing or having on Board intoxicating liquors	Five Shillings.	
3	Drunkenness. First Offence	Five Shillings.	
	Second and for each subsequent Offence	Ten Shillings.	
4	Taking on board and keeping possession of any fire-arms, knuckle-duster, loaded cane, slung-shot, sword-stick, bowie-knife, dagger, or any other offensive weapon or offensive instrument, without the concurrence of the Master, for every day during which a seaman retains such weapon or instrument	Five Shillings.	
5	Insolent or contemptuous language or behaviour to the Master or officers, or disobedience to lawful commands, if not otherwise dealt with according to law	Five Shillings.	
6	Absence without leave (if not otherwise dealt with according to law) for each day on which such absence occurs	Five Shillings.	

# ACCOUNT OF APPRENTICES ON BOARD.

Christian and Surnames of the Apprentices at full length.	Year of Birth.	Nationality.* (if British, state birthplace).	Registry of Indenture		Date of joining subsequent to commencement of the Agreement.	Date, Place, and Cause of leaving this ship, or of Death. If the Apprentice remains it should be stated. To be filled up by the Master.		
			Date of	Part of		Date.	Place.	Cause.
1.	2.	3.	4.	5.	6.	7.	8.	9.

\* 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 naturalised.

PARTICULARS

Reference No.	SIGNATURES OF CREW.	Age.	Nationality (If British, state birthplace)	(1) Port of Engagement Address, and (2) Home Address.		Ship in which he last served, and Year of Discharge therefrom.		Date and Place of Signing this Agreement.	
				N.B. - Both to be inserted. The Home Address is the one to which communications should be made in the event of the death of the Seaman.		Year.	State Name and Official No or Port she belonged to.	Date.	Place.
1	<i>Joseph Smith</i>	28	German	(1) <i>Magallanes</i> (2) <i>Walheim Basia Luman</i>	1933	<i>Penelope</i> <i>Port Stanley</i>	10/10/34	<i>Port</i> <i>Stephens</i>	
2	<i>W. R. Howes</i>	31	British	(1) <i>Port Stephens F.I.</i> (2) <i>Port Stanley F.I.</i>					
3	<i>Roberto Villarreal</i>	33	Chilian	(1) <i>Magallanes</i> (2) <i>21 Fays Panguay Magallanes</i>					
4	<i>Yb Brund</i>	35	German	(1) <i>Magallanes</i> (2) <i>Isalle Luayuy Magallanes</i>					
5	<i>Bernardine Elgueta</i>	39	Chili	(1) <i>21 Magallanes</i> (2) <i>21 Fays 1429 Magallanes</i>	1934	<i>Bratisca</i>	11/10/34	<i>Port</i> <i>Stephens</i>	
6	<i>W Parker</i>	17	British	(1) <i>Port Stephens F.I.</i> (2) <i>Port Stanley F.I.</i>	1935	<i>Penelope</i> <i>Port Stanley</i>	23/2/35	<i>Port</i> <i>Stephens</i>	
7	<i>Ramon Ruiz</i>	30	Chilian	(1) <i>Port Stephens</i> (2) <i>Magallanes</i>	1935	<i>Penelope</i>	10/4/35	<i>Port</i> <i>Stephens</i>	
8				(1)					
9				(1)					
10				(1)					
11				(1)					
12				(1)					
13				(1)					
14				(1)					
15				(1)					
16				(1)					
17				(1)					
18				(1)					
19				(1)					
20				(1)					

OF ENGAGEMENT.

PARTICULARS OF DISCHARGE, &c.  
To be filled in by the Master upon the Discharge, Death or Desertion of any Member of his Crew.

RELEASE.

In what Capacity engaged?	No. of Certificate (if any) and No. of Re-entries Commission or R.V. 2 (if any).	Date and Hour at which he is to be on board.	Amount of Wages per Week or 1/12th of Monthly.	Amount of Wages Advanced upon or at the time of Engagement.	Amount of Weekly or Monthly Allowance.	Signature or Initials of Official before whom the Seaman is engaged.	Date, Place, and Cause of leaving this Ship, or of Death.			Balance of Wages paid on Discharge.	We, the undersigned Members of the Crew of this Ship, do hereby release the Ship, and the Master and Owner of the same 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. Signatures of Crew to be on the lines on which he signed in col. 1.)	Signature of Official before whom the Seaman is engaged when the balance of Wages was paid and Release signed and Date.	Number of Weeks for which the Seaman has been paid.
							Date.	Place.	Cause.				
<i>Master</i>	<i>4 years 20999</i>	<i>3/5/35</i>				<i>LR</i>	<i>3/5/35</i>	<i>Magallanes Chile</i>	<i>Dis.</i>		<i>Joseph Smith</i>	<i>LR</i>	1
<i>Sailor Cook</i>		<i>30/5/34</i>	<i>8</i>			<i>BR</i>	<i>30/5/34</i>	<i>Port Stephens</i>	<i>own wish</i>	<i>5-6-8</i>	<i>W. R. Howes</i>	<i>BR</i>	2
<i>Sailor</i>			<i>9</i>			<i>BR</i>	<i>4/5/35</i>	<i>Magallanes Chile</i>	<i>Dis.</i>		<i>Roberto Villarreal</i>	<i>BR</i>	3
<i>Sailor</i>			<i>8</i>			<i>BR</i>	<i>14/1/34</i>	<i>Port Stephens</i>	<i>own wish</i>		<i>Yb Brund</i>	<i>BR</i>	4
<i>Boatman</i>			<i>9/10</i>			<i>LR</i>	<i>3/5/35</i>	<i>Magallanes Chile</i>	<i>Dis.</i>		<i>Bernardine Elgueta</i>	<i>LR</i>	5
<i>Sailor</i>			<i>8</i>			<i>BR</i>	<i>do</i>	<i>do</i>	<i>do</i>		<i>W Parker</i>	<i>BR</i>	6
<i>Sailor</i>			<i>8</i>			<i>BR</i>	<i>do</i>	<i>do</i>	<i>do</i>		<i>Ramon Ruiz</i>	<i>BR</i>	7
													8
													9
													10
													11
													12
													13
													14
													15
													16
													17
													18
													19
													20

† 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 Engineers, &c. 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".

country, state if a natural born British Subject or naturalized. 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 Boys, not merely as Boys. words "not conditional" should be inserted above the entry of the amount. the Ship," thus H.M.S. "Revengo"; and the other causes of leaving the Ship should be briefly stated thus "Discharged," "Deserted," "Left Sick," "Died."

**FEEES CHARGEABLE BY CONSULS.**

**NOTICE.**

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

<i>Services required by Law.</i>	s. d.	<i>Services required by parties interested.</i>	s. d.
(1.) For every seaman engaged before Consular Officers ... ..	2 0	(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 ... ..	10 0
(2.) For every alteration in agreements with seaman made before Consular Officers ... ..	2 0	(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) ... ..	2 6
(3.) For every seaman discharged or left behind with the Consular Officers sanction ... ..	2 0		
(4.) For every desertion certified by Consular Officers ... ..	2 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) ... ..	2 6		

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**

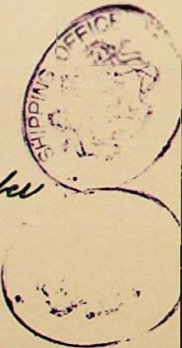
Or Endorsements made by Consuls or by Officers in British Possessions Abroad.

Shipping Office  
Port Stephens Falkland Islands

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

No's 1 to 4

C. Robertson  
Shipping Master  
10/10/34



I hereby certify I have this day discharged seaman No 2. of his own desire to leave.



C. Robertson  
Shipping Master

I hereby certify I have this day discharged seaman No 4 of his own desire to leave



Charles H. Robertson  
Shipping Master



Name of

Ship

**CERTIFICATES**

Or Endorsements made by Consuls or by Officers in British Possessions Abroad.

April 1935

Shipping Office  
Port Stephens Falkland Islands

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 full understanding of same

No 6.

Charles H. Robertson  
Shipping Master  
23/5/35

Shipping Office  
Port Stephens Falkland Is.

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 full understanding of same.



Charles H. Robertson  
Shipping Master  
25 10/4/35



**BRITISH CONSULATE MAGALLANES.**

Vessel arrived 16<sup>th</sup> April 1935  
Articles deposited 17<sup>th</sup> April 1935  
Articles returned  
Average Rate of Exchange  
(for conversion of seamen's wages only).

Thos. St. John  
H. B. M. CONSUL.

I hereby certify that I have sanctioned the discharge of the Seamen whose names appear on lines 1, 3, 5, 6 and 7, of the within written agreement.

Thos. St. John  
Acting British Consul

Wages and effects of seamen left behind abroad by reason of desertion, neglect to join, etc. (Section 28, Merchant Shipping Act, 1906).

Endorsement to be made by the proper Officer on the termination of the voyage.

The wages and effects of seamen with the following reference numbers in this Agreement have been duly accounted for to me. Nos.

† Accounts of wages of those with reference Nos. seamen have not been delivered;

being exempted under Section 28 (12b), and those with reference Nos.

under Section 28 (12c)

Signature.

Date.

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

[Eight pages.]

## 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 the 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 any foreign Port where there is a British Consular Officer, or at any port in any British Possession abroad, 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 Chief Officer of Customs, 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 Chief Officer of Customs 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 2*s.* 6*d.* (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 the British Consul in a foreign port, or before the Customs Officer in a British Possession, 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 Colonial Officer 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. 20 and 21.)

BRITISH CONSULATE,  
MAGALLANES, CHILE.  
7th May, 1935.

*John S. [Signature]*

The Acting British Consul at Magallanes  
presents his compliments to the Registrar of  
Shipping & Seamen, Stanley, Falkland Islands,  
and begs to transmit herewith the following  
documents:—

Agreement extended at Port Stephens  
on 10th October, 1934.

Office Copy of Agreement opened at  
Magallanes on 3rd ~~Mar~~ May, 1935.

relating to the British Sailing ship the "Penelope".

The Registrar of Shipping & Seamen,  
Stanley, Falkland Is.