

in pursuance of 57 & 58 Vict., ch. 60.

# AGREEMENT AND ACCOUNT OF CREW.

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 Reg		Port No. and Date of Regist		Tonnage. Net.	Nominal Horse Power of Engines (if any). N.H.P. I.H.P. B.H.P.
"WEST FALKLA	TND.	156380	Falklans	Ils.	2/193	1. 101.67	04.31	75
REGISTERED MANAC	GING OWNER OR M	IANAGER.			eamen for		CHARTERE	5.0
Name.	(State No. of Ho	Address ouse, Street an	d Town)		ommodation -	Name.		Address.
Hamilton Tanuders for	bripple	gale, of	andon . EC.		14	-		-

The Several Persons whose names are hereto subscribed, and whose descriptions are contained herein, and of whomare 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 a

round the coatts of the Falkland Islands and to the East Coast of South America and Magellan Territory, Chile, between the limits of 33 degrees South Lat. and 56 degrees South Lat., and return to Stanley.

This agreement shall expire not later than the 30th June, 1932, or on the first arrival after that date or the discharge of cargo consecuent on that date.

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 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

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 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. And it is also agreed, that's

- $\{a.\}$  Should any of the crew fail to join at the time specified, the master may ship substitutes at once.
- (b.) Scamen and firemen shall keep their respective forecastles clean, and shall leave them so at the termination of the voyage, under a penalty of five shillings for each case of neglect.
- (c.) The seamen and firemen shall mutually assist each other in the general duties of the ship.
- (d.) The crew shall be deemed complete with all told, of whom not less than shall be sailors
- (e.) The firemen shall keep the calley supplied with coal. (xe) (375805) Wt. 18230/12069 30000 10-21 W & S Ltd.

The crew shall work coals and cargo and for ballast when and where required ...

Overtime shall be paid for at the rate of one shilling per hour, except on Sundays when the rate shall be two shillings per hour. Fractions of an hour to be reckoned as half and hour unless the time actually worked exceeds half-an-hour when it shall be reckoned as one nour. No cash shall reckoned as one nour. No cash shall be advanced nor liberty ranted other than at the pleasure of the master

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

Vinty browning

"amistry 190/ \_day of\_\_\_

Date of			1	These Columns to b	e filled up at the end	of the Voyage.
Commencemon Voyage		Date of Termination of Voyage.		Port at which yage 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.
5/1/32	Fort Stanley					Master.
	Dankenn to					

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. Excluded 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 are to be inserted to which the parties agree, and which are not contrary to law. 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.

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 whoso 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.	Biscult.	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.	Suct.	ickles.	oried Fraits.	Fine Salt,	Mustard.	Pepper,	urry Powder.	nions.
		qts.	lbs.	lbs.	lbs.	lbs.	lbs.	lb.	lbs.	lb.	pt.	pt.	pt.	lbs.	lb_	oz.	OZ.	oz.	lb.	lb.	lb.	lb.	lb.	OZ.	pt.	oz.	oz.	oz.	OZ.	oz.	Oz.
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CONDITIONS AND EXCEPTIONS IN APPLYING SCALE.

Conditions and Enceptions in Applying Scale.

1. 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.

(a) in a ship of less than one thousand tons gross registered tonnage; or

(b) if rough weather renders the making of the bread impracticable, or

(c) 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,

3. 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.

5. 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

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 vegetables, in the proportion of one pound to six pounds of fresh potatoes, must be issued in their place.

of fresh vegetables, or vegetables preserved in tins, to one ounce of dried or compressed vegetables in the proportion of half a pound

7. 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

8. The dried fruit issued under the above scale must be raisins, sultanas, currants, figs, or prunes

8. The dried fruit issued under the above scale must be raisins, sultanas, currants, figs, or prunes.

8. The dried fruit issued under the above scale must be raisins, surraints, ligs, or prunes.

9. 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. 10. In port-

10. In port—

(a) soft bread shall be issued in lieu of biscuit; and
(b) 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.

11. The stokehold hands are to receive sufficient oatmeal and one quart of water extra daily while under steam.

SUBSTITUTES AND EQUIVALENTS-NOT TO BE USE

Fresh 1		****			****	****	1 lb.	
Salt m		****	****	****	,		Ι ,,	To be considered equal.
Preserv	ed n	neat	****				1	1
Coffee		****					l oz.	
Cocoa				****	****		1	To be considered equal.
Tea			****	****		4411	i	
Flour		***			***	4115	J lb.	
Biscuit		****	****				1	To be considered equal.
Rice				****	••••	****	; "	To be considered edgar.
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Rice	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		· · · ·	** **	****	3 pt. [	issued with meat rations.
Marmalade		****		****		2 lb.	
lam		****		,	****	1 )	
Butter	****	****		****		1 , 1	To be considered equal.
Mustard	****	****	****			1 J	10 00 001310
Curry Powder	****	****	****		****		
carry rowder	****	****				-	To be considered equal.

### LOAD-LINE AND DRAUGHT OF WATER.

inches below the \_\_\_\_\_deck-line marked under the provisions of the Merchant Shipping Act, 1894.

\* POSITION OF LINES USED IN CONNECTION WITH THE DISC. \* The centre of the disc is placed at\_\_\_\_

### 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 apply able 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

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 or Consular 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 Offender. These entries must, upon discharge of the Offender, be shewn to the Superintendent or Consular Officer, before whom the offender is discharged; and if he is satisfied that the Offender 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 Consular Officer,
1	Striking or assaulting any person on Poard or belonging to the Ship (d not otherwise prosecuted)	Five Shillings.	1
2	Bringing or having on Deard intexteating liquors	Five Shillings.	
3	Drunkenness. First Offence Second and for each subsequent Offence	Five Shillings. Ten Shillings.	0.20
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.	Joan W
5	Insolent or contemptuous language or behaviour to the Master or officers, or disabedience to lawful commands, if not otherwise dealt with according to law	Five Shiffings.	Col 2
6	Absence without leave (if not otherwise dealt with according to law) for each day on which such absence occurs	Five Shillings.	P. A. C.

### List of Young Persons under 16 years of age and account of all Apprentices employed on board during the voyage.

		Date	Nationality†.		If App Particulars of	reutice Undentures.	Date of joining	7 6	treaters of Leaving this data by Master ting it should be stated.
Name in full		of Birth.	(if British, state birthplace).	Capacity.	Date.	Place of Signing.	for the voyage.	Date.	Cause of Leaving.
	1. Youn	Persons u	nder 16 years of a	ge including	Apprentices.				
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						-			
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	2. Appre	ntices over	16 years of age.						
	*								

+ 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

3

						PART	TCULARS
No.	SIGNATURES OF CREW			HOME ADDRECS.	Name of last Ship, with Official No, or Port of Regist	Date a	nd Place of Signing is Agreement.
Reference ?	NUMBERS OF DISCHARGE BOOKS (Db. A's).	Age.	• Nationality (If British, state birthplace—see footnote).	N.D.—The Honse Address is the one to which communications should be made in the event of the death of the Seaman.	in more than a year previous.	Date.	Place.
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\* If a British Subject, state Town or Country of Birth, and if born in a foreign

† 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

† If the advance of wages is not conditional on going to sca the

Cause of Leaving

OF EN	IGAGE	MENT.					To be	PARTICULARS Of filled in by the Maste Descrition of any	F DISCHARGE, r upon the Dischar Member of his Cree	åc. ge, Desih	or.		RELEASE.		Number of Weeks	
In what Capacity engaged, ‡	No. of Certificate (if any) and No. of Reserve Cotamis-	Date and Hour at which he is to be	Arabunt of Wages per Week or Calendar	li or at the	Amount of Weekly or Monthly Allo:ment	Signa- ture or Initials o! Official before whom	Date, Pla	ce, and Cause of leave or of Death.	ing this Shlp,	Bal of W pai Disc	nuce Vages d on		We, the understaned Members of the Crew of this Ship, do hereby release this Ship, and the Master and Owner or Owners thereot, from all Claims for Wages, or otherwise in respect of this Vovige, and I, the Master, do hender re- lease the said understaned Members of the Crew from all Claims in respect of the Said Voyage.	Signature or Initials of Official before whom the bullance of	ter which le direct Act Contri-	Reference No.
8.	sion or R. V. 2 (if any).	en board.	Month.	Engage- ment.‡	Anosment.	the Sea- man is engaged	Date,	Place.	Cause.§		8.		Signatures of Crew (each to be on the line on which he signed in Col. 1).	Wages was parl and Release signed and Date.	raid.	
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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.
words "not conditional" should be inserted above the entry of the amount.
words "not conditional" should be inserted above the entry of the amount.
it Ship," thus H.M.S. "Revenge"; and the other causes of leaving the Ship should be briefly stated thus "Discharged," "Described," "Described," "Described."

### PARTICULARS

							CULARS
				HOME ADDRESS.	Name of fact Chin miles	Date and	Place of Signing Agreement
Reference No.	SIGNATURES OF CREW AND NUMBERS OF DISCHARGE BOOKS (Dis. A's).	Age.	• Nationality (If British, state hirthplace—see footnote).	N.B.—The Home Address is the one to which communications should be made in the event of the death of the Seaman.	Name of last Ship, with Official No. or Port of Registry and date of discharge if more than a year previous.	Date.	Place.
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† 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

§ 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 "Gauss of Leaving"

F EN	IGAGE	MENT.					To	be filled in by the Ma Desertion of ar	ster upon the Dischar ty Member of his Cree	ge, Death or	RELEASE.		Number of Weeks	
n what spacity gaged. †	No. of Certificate (if any) and No. of Reserve Commis-	Date and Hour at which he is	Wages	ll upon	Amount of Weekly or Monthi Allotmen	Signa- ture or Initials of Official before whom	Date, Pl	ace, and Cause of le or of Death.	aving this Ship,	Balance of Wages paid on Discharge.	We, the undersigned Members of the Crew of this Ship, do hereby release this Ship, and the Master and Owner of Owners thereof, from all Claims for Wages, or otherwise in respect of this Voyage, and I, the Master, do hereby re- lease 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	for which Insur- ance Act	Defenses We
3-61	sion or R. V. 2 (if any).	to be on board.	Month.	Engage- ment.‡	Anothesi	the Sea- man is engaged	Date.	Place.	Cause.	Diam'r.	Signatures of Crew (each to be on the line on which he signed in Col. 1).	the balance of Wages was paid and Release signed and Date.	been Paid,	
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							-							1
				-  - - -										1

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.

words "not conditional" should be inserted above the entry of the amount.

the Ship," thus H.M.S. "Revenge"; and the other causes of leaving the Ship should be briefly stated thus "Discharged," "Deserted," "Left Sick," "Died."

NOTICE.

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

Services required by parties interested.

In countries
other In
than China. China.
S. d. 6. d.

•(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

nder 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.

Standing, Fashiland Info da a sanctioned please of the wilder as exercised which the contained please of the wilder of the wilde

in my presence with a full uniterior ding of same.

Shipping Olisofer

BRITISH CONSULATE MAGALLANES.

Vessel arrived 13th March 1932
Articles deposited 15th March 1932
Articles returned 3th March 1932
Average Rate of Exchange \$30.25 = 11.

for achies British

hereby certify that the underwentioned seamen have been discharged at this fort:

No. H and No. 9 (two seamen) and that the sum of £8.8.0 was baid to seamen under line H, being halance of his wages, in my presence of his wages, in my presence

of us wages, in my presence constitution of all wages, in my presence constitutions and the second s

Ship West Falkland

CERTIFICATES

Or Endorsements made by Consuls or Superintendents.

BRITISH CONSULATE.

Livereby certify that I have functioned the engagement of the underwestioned seawer, upon the terms of the within written agreement, which has been signed in my presence with a full understanding of same:

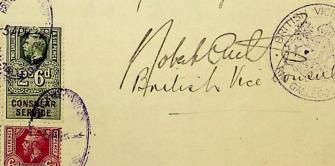
Mos. 10 and, 11.

Reserved to Hoting British

British Vice Consulate Rio Gallego. 5th April 1982.

Nessel arrived 2nd april 1935
Articles Webvilled 3rd abril 1935
Articles withdrawn 5 ph april 1935

Thereby certify that the rate of exchange on fordown this 5th day of April 1935 is \$1460 to the pound sherling for conversion of seamen's wages only.



British Cie Consulate

Rio Gallegos

5th April 1932

Therety certify that I have I anchomis

the engagement of the undermembered asaman

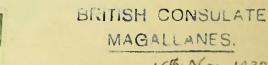
when the term I the written agreement within

when has been sugned to my presence with a

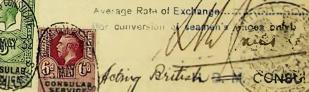
free understanding of same

No 12, - fame theelor





Articles deposited 15th May 1932
Articles returned 25th May 1932



I herely terlify that the undermentioned seamen was discharged at this port, and that the seum of £33.11.0 being belance of his wages was paid to that seamen in my fregence, and that his effects were takens with him: No. 6 (bhales Berry) (The fautur)



Acting Butish Cournel

Pritish Vice Consulate

Rio Gallegos

16th June 1932

Visselanvied 2nd June 1932

Articles Dehosited 2nd June 1932

Articles Withdrawn 16th June 1932

I hearly earth, that the

Nate of exchange on hondon

this 16th day of June 1932 is

814.14 to the hound Sterling

for conversion of Learners'

Wages only

Aritish Vice Consul

BRITISH CONSULATE MAGALLANES.

Actions deposited 20 June 1932

Actions deposited 20 June 1932

Actions returned 28: June 1932

Average Rate of Exchange 1932

Mor conversion of Learning years only).

Acting Britishes & CONSUMONS

Pritish Vin Consulate

Rio Gallegs

1/2 puly 1932

1/2 puly 1932

articles deposited 30 form 1932

Articles withdrawn 11 fully 1932

I hirely certify that the

rate of exchange on hondon

this, 11th day of July 1932 is

813. To to the £1 sterling for

conversion of Seamon Wages

only.



Interest Vice Consult

BRITISH CONSULATE MAGALLANES.



Articles deposited Holy 1932

Articles deposited Holy 1932

Articles returned 10% (suggest 1932)

Average Rate of Exchange \$56.80 to \$1.

(for conversion a seamen's wages only).

Cety H. B. M. CONSUL.

Ship West Falkland

BRITISH CONSULATE

MAGALLANES.

Marneys 1

Jeting British # Com

Usting British bousell.

Thereby certify that the underweatheres

Seawan was discharged at this post, and that the sum

of £2.10.0, being balance of his wages, was paid to him in my presence, and that his effects were taken with him.

No. 11 (Otto Repp) one reguan.

Vessel arrived 22nd August 1932

Articles deposited 22nd august 1932.

Phos of Exchange \$57:10 = £1.

### CERTIFICATES

Or Endorsements made by Consuls or Superintendents.

Suitist Vice Consulate ERITISH CONSULATE Rio Gallego. 17 august 1932 I hereby restify that I have Vissel around 6th August 1932 Sauctioned the engagement seamen, upon the terms of the written agreement within, which has been signed in my presence with a full understanding of source. articles Deposited 12# august 1932 Outicles Withdrawn 17 august 1932 I hereby certify that the nos: 13, 14 and 15 three in all rate of exchange on hondon this 17th day of august 1932 is 813. 44 Asting British Comme to the Listerling for conversion of Scamens' wages only. British Vice 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 scamen having the following reference Numbers.

are exempt under Section 28 (12 b)†

and those with reference Numbers.

under Section 28 (12 c)†

\_\_\_\_Signature.

; †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.

### 'A greements.

- 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 Scaman 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 51., 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 1001, or by imprisonment with or without hard labour for any period not exceeding six months.

### Engagement of Crews and Scamen 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 51.
- 12. The Master of a foreign-going Ship incurs a Penalty of 51, 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 5s. (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 Scamen 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 107.
- 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 Scaman 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 Scaman (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 51. 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 10t. to give the Seaman a Certificate of Discharge; and the Master is also bound under a penalty of 20t. 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.)