

Eng. I.
(20 Men)

SHI/LOG/PH#1

(Executed in Ten Pages.)

AGREEMENT AND LIST OF THE CREW

HOME TRADE ~~FOREIGN-GOING SHIP~~ FALKLAND ISLANDS

The term "Foreign-going Ship" includes every Ship employed in trading or going between some place or places in the United Kingdom and some place or places situate beyond the following limits: the coasts of the United Kingdom, the Channel Islands, and Isle of Man, and the continent of Europe between the River Elbe and Brest inclusive. For this purpose the term "the United Kingdom" is to be construed as including Eire.



ISSUED BY THE
MINISTRY OF TRANSPORT
in pursuance of
57 & 58 Vict. ch. 60.

Name of Ship. ¹	Official No.	Port of Registry.	Port No. and Date of Register.	Registered Tonnage.		Horse Power of Engines (if any)
				Gross.	Net.	N.H.P. I.H.P. D.H.P. ²
M.V. "PHILOMEL"	M.F.V. 1185	NOT REGISTERED	-	-	-	80
REGISTERED MANAGING OWNER OR MANAGER.			No. of Seamen and Apprentices for which accommodation is certified.	CHARTERER. ³		
Name.	Address (State No. of House, Street and Town).			Name.	Address.	
Falkland Is. Govt.	Government House, Stanley, F. Is.			-	-	

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 from⁴

Stanley - Punta Arenas and return to Stanley, for the period 12th June, 1952, to arrival at Stanley on end of voyage.

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 printed herein.

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 Ministry of Transport which are printed herein and numbered⁵

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, that⁶

(a) Should any of the crew fail to join at the time specified or fail to be on board at any time or times appointed by the Master he may ship substitutes at once.

The crew shall work coal, cargo and stores when and where required.

No cash shall be advanced or liberty granted other than at the pleasure of the Master.

Seamen and Engineroom ratings 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.

The seamen and engineroom ratings shall mutually assist each other in the general duties of the ship.

The crew shall be deemed to be complete with 7 hands all told of whom not less than 2 shall be sailors.

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

Signed by Master
on the 12th day of June 1952

Date of Commencement of First Voyage	Port at which First 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 List of the Crew, etc.
		Date of Termination of Last Voyage.	Port at which Last Voyage terminated.	Date of Delivery of Lists to Superintendent.	
12.6.52	Stanley F.I.	30/6/52	Stanley	30/6/52	Owner.

1. Place S.S. before name if a Steamship, and M.S. if a Motor Ship.
2. Delete inapplicable letters. N.H.P. should always be inserted here if given in the certificate of registry.
3. Here are to be inserted the name and address of any person who has chartered the ship and appoints the Master and Crew, pays their wages, and has for the time being the whole control of the ship.
4. Here are 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.
5. Here are to be inserted the Numbers of any of the Regulations for preserving discipline issued by the Ministry of Transport and printed on the Fourth page hereof, which the parties agree to adopt.
6. 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 copied 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.

ADDITIONAL CLAUSES.

SCALE OF PROVISIONS.

REQUIRED BY SECTION 25 OF THE MERCHANT SHIPPING ACT, 1906, AS AMENDED BY THE MERCHANT SHIPPING (SEAMEN'S PROVISIONS) ORDER, 1945, AND BY THE MERCHANT SHIPPING (SEAMEN'S PROVISIONS) (AMENDMENT) ORDER, 1946, TO BE ALLOWED AND SERVED OUT TO THE CREW DURING THE VOYAGE, EXCEPT IN CASES IN WHICH THE CREW FURNISH THEIR OWN PROVISIONS.

Article	Allowance per week.	Article	Allowance per week.
Water	25 quarts.	Milk	9½ ozs.
Soft Bread	7 lbs.	Milk for Cooking	4 ozs.
Fresh Meat (including any fresh offal or fresh sausage)	4 lbs. 11 ozs.	Butter	2 ozs.
Smoked Ham or Bacon	8 ozs.	Suet	10½ ozs.
Fresh Fish	1 lb. 8 ozs.	Cooking Fat (other than suet) or Margarine	2 ozs.
Eggs	2 No.	Marmalade, Jam or Syrup	4 ozs.
Potatoes	7 lbs.	Cheese	3 ozs.
Dried or Compressed Vegetables	8 ozs.	Pickles	1 pint
Split Peas	4 ozs.	Onions	3 ozs.
Green Peas, Haricot Beans or Butter Beans	1 lb. 4 ozs.	Dried Fruits	5 ozs.
Flour	2 lbs.	Fine Salt	2 ozs.
Rice	6 ozs.	Mustard	1 oz.
Oatmeal, Rolled Oats or similar cereal	6 ozs.	Pepper	1 oz.
Tea	3 ozs.	Curry Powder	1 oz.
Coffee (containing not more than 25 per cent. Chicory) or	2 ozs.		
Cocoa or Chocolate	3 ozs.		
Sugar	1 lb. 5 ozs.		

Note.—There is no entitlement under the above Scale to additional quantities of sugar, butter, margarine, suet or cooking fat for use in the preparation of meals.

CONDITIONS AND EXCEPTIONS IN APPLYING SCALE

- General.**—The issue of the provisions referred to in the above scale shall be reasonably distributed throughout the week; and in the case of water, soft bread, meat and potatoes the issue shall be approximately equal each day.
- Bread.**—The issue of soft bread under the scale shall not be required:—
 - in a ship of less than 1,000 tons gross registered tonnage; or
 - if rough weather or illness, or absence of cook, or force majeure renders the making of bread impracticable;
 but where soft bread is not issued, an equivalent amount of biscuit stored in sealed tins shall be issued instead.
- Meat.**—The term "Meat" includes "Pork." The weight of fresh meat is the weight, including fat, and bone, before preparation for cooking. When fresh meat is not available, salt or preserved meat may be substituted in the proportion of ¾ lb. of salt meat or ¼ lb. of preserved meat for 1 lb. of fresh meat. Fresh offal and fresh sausage count as the equivalent of fresh meat. Other sausage counts as preserved meat.

Note.—In ships with no refrigerator it is undesirable that reliance should be placed on fresh meat keeping in good condition for more than 15 days from the date on which it is taken on board.
- Smoked Ham or Bacon.**—If smoked ham or bacon is not procurable at reasonable cost, dried fish or kippers, tinned salmon, herrings, pilchards, or sardines shall be substituted in the proportion of 2½ lbs. of dried fish or 1½ lbs. of kippers or tinned fish to 1 lb. of smoked ham or bacon.
- Fish.**—The weight of fresh fish is the gross weight before preparation for cooking. Dried fish or kippers, tinned salmon, herrings, pilchards or sardines may be substituted for fresh fish in the proportion of 1½ ozs. of dried fish or 1 oz. of kippers or tinned fish to 2 ozs. of fresh fish.
- Eggs.**—Not less than four eggs, fresh or preserved in shell, shall be issued during the first fortnight of any voyage starting from a port within home trade limits. Two eggs for each week thereafter should be issued if obtainable at a reasonable price and if there are facilities for keeping them. Dried fish or kippers, tinned salmon, herrings, pilchards or sardines may be taken as equivalent to eggs in the proportion of 13½ ozs. of dried fish or 9 ozs. of kippers or tinned fish to 8 eggs.
- Potatoes.**—Fresh potatoes (when procurable in a sound condition) 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 rice, yams, sweet potatoes, or vegetables preserved in tins, or an equivalent amount of dried or compressed potatoes or dried or compressed vegetables in the proportion of 1 lb. to 6 lbs. of fresh potatoes, or fresh bread in the proportion of 1 lb. of bread to 1 lb. of fresh potatoes, must be issued in their place.
- Rice.**—If rice is not procurable semolina may be carried as a substitute.
- Dried Milk.**—Dried Milk may only be issued in lieu of condensed milk where the conditions on board are such as enable it to be kept in good condition, in a cool, dry place, for the period during which it may be required.
- Vegetables.**—Fresh vegetables should be supplied as often as possible when they can be procured at a reasonable cost and are not likely to be injurious to health. On each day when ½ lb. of fresh vegetables (or vegetables preserved in tins) is supplied, these are to be regarded for purposes of the scale as equivalent to one day's supply of dried or compressed vegetables and of green peas, haricot or butter beans.
- Dried Fruits.**—Dried fruits issued under the above scale must be raisins, sultanas, currants, figs, prunes, apples, pears, peaches, apricots or dates.
- Onions.**—The onions to be issued under the above scale must be fresh, store or dried onions when in season; and when fresh, store or dried onions are not in season, an equal amount of onions or other vegetables preserved in tins, or an equivalent amount of dried or compressed onions or other vegetables in the proportion of 1 oz. to ½ lb. of fresh onions must be issued.
- The stowage hands are to receive sufficient oatmeal and one quart of water extra daily while under steam.

Note. In any case where tinned provisions are issued, the weight thereof shall be calculated exclusive of the container.

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

Salt Meat	¾ lb.	To be considered equal to 1 lb. Fresh Meat.	Marmalade	1 lb.	
Preserved Meat	1 lb.		Jam	1 lb.	
Coffee	1 oz.		Syrup	1 lb.	To be considered equal.
Cocoa or Chocolate	1½ ozs.	To be considered equal.	Butter	½ lb.	
Tea	½ oz.		Cheese	½ lb.	
Flour	1 lb.		Condensed Milk	9½ ozs.	To be considered equal.
Biscuit	1 lb.	To be considered equal.	Dried Milk	4 ozs.	
Rice	1 lb.		Mustard		To be considered equal.
Oatmeal, Rolled Oats or similar cereals	1 lb.		Curry Powder		
Split Peas	½ lb.	To be considered equal when issued with meat rations.			
Flour	½ lb.				
Green Peas, Haricot or Butter Beans	½ lb.				
Rice	½ lb.				

POSITIONS OF THE DECK LINE AND LOAD LINES.

Freeboard from deck line. Load Line. Tropical ... Summer ... Winter ... Winter North Atlantic ... Allowance for fresh water for all freeboards. The upper edge of the deck line from which these freeboards are measured is ...

The Winter North Atlantic load line (if assigned) applies for Voyages across the North Atlantic, north of latitude 36°N., during the winter months as defined in the Load Line Rules.

REGULATIONS FOR MAINTAINING DISCIPLINE SANCTIONED BY THE MINISTRY OF TRANSPORT 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 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 deleting such of the Regulations as are not 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.

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.

Table with 4 columns: No., OFFENCE, Amount of Fine for a first offence, Amount of Fine for a second or subsequent offence, Signature of Superintendent or Consular Officer.

Short Summary of the Provisions of Section 2 of the Merchant Shipping (International Labour Conventions) Act, 1925, which is required to be included in every agreement with the Crew by Section 2 (3) of that Act.

The employment of a person under the age of 18 in a ship as fireman or trimmer is prohibited except in school ships or training ships specially authorised by the Ministry of Transport or in ships which are mainly propelled otherwise than by means of steam (e.g., auxiliary sailing ships) or under special conditions in ships exclusively engaged in the Indian or Japanese coasting trade.

Where in any port a fireman or trimmer is required and no person over 18 years of age is available, young persons over 16 may be employed, but in such cases two young persons must be employed to do the work which would otherwise be done by one person over 18 years of age.

The Agreement with the crew must contain a list of all members of the crew under 18 years of age with the dates of their birth. This summary must be included in every agreement with the crew.

List of Young Persons under 18 years of age, and account of all Apprentices employed on board during the voyage.

Large table for recording young persons and apprentices with columns for Name in full, Date of Birth, Nationality, Capacity, Date of joining, Date and Cause of Leaving, and Initials of Official.

1 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. * In the case of a Young Person (other than an Apprentice) only the name and date of birth need be inserted.

PARTICULARS

Reference No.	Inmate Tax Code	SIGNATURES OF CREW AND NUMBERS OF DISCHARGE BOOKS (Dis. A's).	Age.	*Nationality (if British, state birthplace—see footnote).	ADDRESSES OF MASTER AND CREW		Name of last Ship, with Official No. or Port of Registry and year of discharge if more than a year previous.	Date and Place of Signing this Agreement.	
					NAME AND RELATIONSHIP OF NEXT OF KIN OR NAME OF FRIEND AND HOME ADDRESS.	Date.		Place.	
1		<i>John Luchter</i> Master to sign first.	27	<i>Abbots Langley Herts</i>	(1) <i>W. Anne</i>	<i>S.V. John Biscoe</i>	<i>12/4</i>	<i>57</i>	<i>Stanley</i>
2		<i>Dis A</i> <i>C. B. Miller</i>	38	<i>Falk. Is.</i>	(2) <i>Chip Hotel.</i>		<i>12/4</i>	<i>52</i>	<i>do</i>
3		<i>Dis A</i> <i>W. Watson</i>	26	<i>Falk. Is.</i>	(1) <i>J. James</i>	<i>Sobhuva.</i>	<i>12/4</i>	<i>52</i>	<i>do</i>
4		<i>Dis A</i> <i>P. Short</i>	27	---	(2) <i>7. Dean Street</i>	<i>John Biscoe</i>	<i>12/4</i>	<i>52</i>	<i>do</i>
5		<i>Dis A</i> <i>A. Porter</i>	67	---	(1) <i>J. George</i>	<i>First</i>	<i>12/6/52</i>	<i>do</i>	<i>do</i>
6		<i>Dis A</i> <i>J. Jones</i>	54	---	(2) <i>3. James Street</i>	<i>Kollheim</i>	<i>12/6/52</i>	<i>do</i>	<i>do</i>
7		<i>Dis A</i> <i>P. D. Sturtevant</i>	25	<i>DARLINGTON</i>	(1) <i>W. Mary</i>	<i>Scarsley</i>	<i>12/6/52</i>	<i>do</i>	<i>do</i>
8		<i>Dis A</i> <i>Miller</i>	11	<i>Falk. Is.</i>	(2) <i>11. Tilgroy Rd.</i>	<i>Tilgroy</i>	<i>12/6/52</i>	<i>do</i>	<i>do</i>
9		<i>P. S. Thair</i>	32	<i>Wardou.</i>	(1) <i>San Owen</i>	<i>Tilgroy</i>	<i>12/6/52</i>	<i>do</i>	<i>do</i>
10					(2) <i>Stanley Arms Hotel</i>				
11					(1) <i>M. NEW. TOLLING</i>				
12					(2) <i>Headwaters Dron</i>				
13					(1) <i>Sister Jane</i>				
14					(2) <i>33. Ron Road</i>				
15					(1) <i>Go. Buxnell</i>				
16					(2) <i>Orpland Islands</i>	<i>So. Lotus</i>	<i>12/6/52</i>	<i>do</i>	<i>do</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 Engineers, Electrical Engineers, or Winchmen, and not merely as Engineers. Boys entirely employed in connection with the work of Cooks and Stewards Cabin Boys, not merely as Boys.

** NATIONAL HEALTH AND UNEMPLOYMENT INSURANCE.—An entry should be made in column 21 for every member of the crew as follows:—(a) contributions are payable because of remuneration. (d) Where liability for National Health and Unemployment Insurance differ they should be shown on Unemployment Cards. These particulars are shown on Seamen's Identity Cards.

OF ENGAGEMENT

In what Capacity engaged (No. of Certificate (if any), and No. of R.N.R. Commission or R.V.S. (if any)).	Unemployment Local Office and Number	Date and Hour at which he is to be on board.	Amount of Wages per Week or Calendar Month.	Amount of Wages Advanced upon or at the time of Engagement.	Amount of Weekly, Half-Monthly or Monthly Allowment.	Signature of Official before whom the Seaman is engaged.	PARTICULARS OF DISCHARGE, &c. To be filled in by the Master upon the Discharge, Death, or Desertion of any Member of his Crew.			RELEASE		** Number of weeks for which Insurance Act Contributions are payable
							Date.	Place.	Cause.	Balance of Wages paid on Discharge.	Signature of Official before whom the balance of Wages was Paid and Release signed and Date.	
<i>Master R.N. 19143.</i>		<i>12/4</i>				<i>John Luchter</i>	<i>12/6/52</i>	<i>Stanley Dis.</i>		<i>John Luchter</i>		1
<i>Boiler</i>			<i>-1-</i>			<i>C. B. Miller</i>						2
<i>AB.</i>			<i>-1-</i>			<i>W. Watson</i>						3
<i>OS</i>			<i>-1-</i>			<i>P. Short</i>						4
<i>Cook</i>			<i>-1-</i>			<i>A. Porter</i>						5
<i>AB.</i>			<i>+1-</i>			<i>J. Jones</i>						6
<i>Chief Cook</i>			<i>-1-</i>			<i>P. D. Sturtevant</i>						7
<i>Steward</i>			<i>-1-</i>			<i>J. S. Thair</i>						8
<i>Deck</i>			<i>-1-</i>			<i>Miller</i>						9

country, state if a natural born British subject or naturalised.

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

** The number of weeks for which contributions are payable (if insurable). (b) F. Where the seaman is not insurable on account of domicile. (c) O. Where no Health Insurance being shown first. (e) Masters should ensure that the DIS.A. number is given on Health Cards and the local office and serial number separately.

FEES CHARGEABLE BY CONSULAR OFFICERS.

NOTICE.

The following are the Fees, among others, chargeable for services rendered by Consular Officers. The number which precedes each fee is that shown in the Consular Fees Orders in Council.

Services required by Law.

Services required by parties interested.

Table with 3 columns: Description, In countries other than China, In China. Rows include fees for seaman engagement, alterations, desertion, and ship papers.

Table with 3 columns: Description, In countries other than China, In China. Rows include fees for fresh agreements and inspection of ship papers.

NOTE.—Consular Fee Stamps to the value of the Fees charged must be affixed and cancelled. In the case of No. 33, 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.

CERTIFICATES

Or Endorsements made by Consular Officers or Superintendents.

Handwritten certificate form with fields for vessel arrival, articles deposited, and exchange rates. Includes signatures of Shipping Master and Acting Consul, and official stamps.

CERTIFICATES

Or Endorsements made by Consular Officers or Superintendents.

NOTE.—If further space is required for Certificates or Endorsements, an additional form Eng. 4 should 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 (12c)†

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 Acts require the Master of every Ship, *except Ships of less than eighty tons registered tonnage exclusively employed in the coasting trade of the United Kingdom*, 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 Crew 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) posted up in some part of the ship which is accessible to the Crew.

3. Every erasure, interlineation or alteration in the Agreement (except additions in shipping substitutes or persons engaged after the first departure of the ship) is inoperative unless proved to have been made with the consent of all the persons interested, by the written attestation (if in His Majesty's dominions) of a Superintendent, Justice, Officer of Customs, or other public functionary, or elsewhere, of a 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 act, may be punished by the infliction of a Penalty, not exceeding 100*l.*, or by imprisonment with or without hard labour for a period not exceeding six months.

Young Persons and Children.

5. The Agreement with the Crew must include a list of all young persons under the age of 18 years who are members of the Crew together with particulars of the dates of their birth. (See page 5). The employment of children under the age of 14 years is prohibited.

Engagement of Crews and Seamen in the United Kingdom.

6. The Crew of a British foreign-going Ship must be engaged (in the United Kingdom) in the presence of a Superintendent of a Mercantile Marine Office.

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

8. 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, and
- (b) Produce the Apprentices destined for the voyage, together with their indentures.
- (c) Produce the load line certificate and insert in the Agreement the particulars as to the positions of the deck line and load lines specified on the certificate.

9. 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.

10. The Superintendent will give the like Certificate to a Master who has entered into a Running Agreement with his Crew, upon his complying with sub-section 115 (7) of the Merchant Shipping Act, 1894, and producing at the Mercantile Marine Office the Certificate of any Mate or Engineer engaged during or subsequent to the last voyage.

11. 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.

12. Carrying any Seaman to sea without entering into an Agreement subjects the Master to a Penalty of 5*l.*

13. 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.

14. Upon the arrival of the Ship at a Port abroad 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 the documents during the Ship's stay in the Port, and will return them to the Master within a reasonable time before his departure with a Certificate stating when they were delivered and returned.

15. If the Ship remains at any port for a period less than forty-eight 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 produced to the Consular Officer or Superintendent for inspection.

16. The engagement or discharge of any Seaman abroad must be made before a British Consular Officer, 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). The Master must also obtain the sanction of the Consular Officer, or Superintendent, as the case may be, before he leaves a seaman or apprentice behind at a port abroad, whether by reason of desertion or of illness, or through some other cause.

Return to the United Kingdom.

17. The Crew of every British foreign-going Ship, if 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.*

18. In every case in which a Crew is 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, etc., of the payment of wages.

19. 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 the 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 ship 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 Consular Officer or Superintendent abroad on behalf of the Board of Trade and Ministry of War Transport. The Master is also to deliver to the Superintendent the Certificates (Masters', Mates', Engineers', or R.N.R.) of any who have died or deserted during the voyage. The Superintendent will then give a Certificate for the purpose of clearance inwards.

20. 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, etc., which are sought to be made in this account must be proved by proper entries made in the Official Log-Book.

21. 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.

22. 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 Merchant Shipping Acts.

23. Upon payment of wages and settlements 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 7, cols. 19 and 20.)