

AGREEMENT WITH A BOY UNDER THE AGE OF SIXTEEN YEARS.

SEA FISHING SERVICE.

An Agreement made this day of 18, between aged

this 18 Registered at the Port of Signed day of

years, a native of in the county of (hereinafter called the "Boy") of the first part and of in the county of Owner of not less than eight sixty-fourth shares in (or Skipper of) the Fishing Boat (hereinafter called the "Master") of the second part, WITNESSETH, That the Boy hereby voluntarily agrees to serve as a sea fishing boy on board the Fishing Boats of which the Master is owner (or Skipper) for *

and the Boy agrees to conduct himself in an orderly, faithful, honest, and sober manner, and to be at all

* Here insert the nature of the engagement whether for the voyage or for a stated period.

times diligent in his duties, and to be obedient to the lawful commands of his Master and of the Skipper and officers of the fishing boat on which he is serving in everything relating to his service and the fishing boat, and the stores and cargo thereof, whether on board, in boats, or on shore. And the Master agrees to pay to the Boy the wages and remuneration stated on the back of this Agreement, and to supply him when afloat with suitable and sufficient provisions to the satisfaction of a Superintendent of a Mercantile Marine Office. *And shall also whenever the Boy is on shore during the continuance of this Agreement, provide him with suitable and sufficient Board and Lodging to the satisfaction of a Superintendent of a Mercantile Marine Office.* And it is hereby agreed that any embezzlement, or wilful or negligent destruction of any part of said boat's cargo or stores shall be made good to the Owner out of the wages of the Boy. The regulations as to fines which are printed hereon are adopted as part of this Agreement. Every fine imposed shall be forthwith reported to a Superintendent of a Mercantile Marine Office and shall be deducted from the wages of the Boy and paid by the Master to such Superintendent. And it is hereby further agreed that the Boy shall not be required to serve on any Boat in which the Master is not during the continuance of such service himself serving as Skipper, Second Hand, or Seaman, or in which the Master does not during the continuance of such service possess an interest of at least eight sixty-fourth shares. And it is agreed that the Boy shall receive from the Master the Wages and Remuneration aforesaid at the times stated on the back hereof, and that the Boy shall be entitled to participate in any sum or sums of money arising from any Salvage or Salvage Services performed or rendered by or by means of the Boat on which he is serving or the Crew thereof in such proportion as is stated on the back hereof.

And it is hereby further agreed that breaches of agreement or discipline alleged to have been committed by the Boy during the continuance of this Agreement shall not be taken before any Court for adjudication unless and until a Superintendent of a Mercantile Marine Office shall have first had an opportunity of inquiring into the same, and have declined so to inquire, or shall

upon inquiry determine to send the same for adjudication.

* This sentence may be struck out when so agreed if in the opinion of the Superintendent the circumstances are such that it is not necessary.

And it is further agreed that either the Boy or the Master shall be entitled to appeal to the said Superintendent to decide any dispute between them arising out of this Agreement or in relation to the Boy's service, and the said Superintendent's decision shall be final.

And it is hereby further agreed that †

† Here insert any stipulations not contrary to law to which the parties agree, and which the Superintendent approves.

And it is hereby further agreed that the Boy or the Master may, at any time during the continuance of this Agreement, give to the other days' notice to determine this Agreement, and the Agreement shall be determined upon the expiration of the notice, and the Boy shall be entitled to wages, remuneration, and other sums, if any, up to and including the date of the expiration of such notice, to be paid on the day of such expiration: Provided always, that such notice of determination shall not be capable of expiring whilst the Boy is at sea, or at a place other than the port to which the boat on which the Boy is serving belongs, or at which he was engaged.

And it is hereby further agreed that if, during the continuance of this Agreement, either of the parties hereto shall apply to the Superintendent to cancel the same, the Superintendent may, if after investigation he shall see sufficient grounds for so doing, cancel and determine the same, and the Agreement shall thereupon be cancelled and determined from the date and subject to the terms or conditions (if any) which may be endorsed thereon by the Superintendent. And any sum adjudged to be due to the Boy shall be recoverable by him or on his behalf as wages; provided that the Master shall be at liberty to set off or deduct therefrom any sum adjudged to be due to him.

In witness whereof the said parties have hereunto set their hands on the day and in the year above written.

Master.
Boy.

This Agreement is made before me in accordance with "The Merchant Shipping Act, 1894."

Superintendent of the Mercantile Marine Office.

At the Port of
NOTE.—This agreement must be executed in triplicate; one copy will be retained and recorded by the Superintendent above referred to, one retained by the Master, and the other retained by the Boy.

MERCHANT SHIPPING ACT, 1894.
ENDORSEMENTS referred to in the BODY of this AGREEMENT and in the Act.

A.—Particulars of Wages, Remuneration, and Sums arising from Salvage or Salvage services.

Here enter full particulars of all allowances, perquisites, wages, remunerations, emoluments, shares of catch, &c., with the times when the boy is to receive the same, and also the proportion of salvage the boy is to have.

B.—I hereby certify pursuant to Section 395 of "The Merchant Shipping Act, 1894," that—
(a) this Agreement complies with all the re-