

I. 1.

ORDINARY APPRENTICE'S INDENTURE (SCOTLAND).



ISSUED BY THE
MINISTRY OF WAR
TRANSPORT

¹ Here insert name and designation of Master at length.

² Do. of Apprentice.

³ Name and designation.

⁴ Here insert name of Father or Curator, if any.

⁵ This space is available for additional stipulations.

NOTE.—This Contract will be valid if executed by a minor of 14 years of age and upwards, whose Father is dead, and who has no Curator, but if his Father be alive his (the Father's) consent is requisite. If the Father be dead and the minor is under curatory, the Curator's consent must be obtained. A pupil under 14 years of age cannot enter into a Contract.

Here a testing clause is to be inserted in writing, according to the Form given on the back hereof, after the parties and witnesses have signed.

To be executed in duplicate according to directions given on the back hereof.

Leave will be granted during the period of this Indenture as and when convenient to the Owner and/or Master of the vessel in which the Apprentice is serving.

It is contracted, agreed, and ended between ¹ H. Hogarth & Sons, Shipowners, 120 St. Vincent Street, Glasgow, C.2. on the one part, and ² Niall Colin Brown Campbell born the 27 day of February 1933., son of ³ Margaret Campbell a native of Treen in the county of Argyllshire and now residing at "Doobadal" Scarinish Treen with the special advice and consent of ⁴ Margaret Campbell

testified by his subscribing these presents on the other part, in manner following; that is to say, the said ² Niall Colin Brown Campbell with advice and consent foresaid, hereby binds himself Apprentice unto the said ¹ H. Hogarth & Sons his Heirs and Assignees, for the term of 4 (four) years from the date hereof; and the said Apprentice, with consent foresaid, hereby binds and obliges himself that during such time he will faithfully serve his said Master, his Heirs and Assignees, and obey his and their lawful commands, and keep his and their secrets, and will, when required, give to him and them true accounts of his or their goods and money which may be committed to the charge, or come into the hands, of him the said Apprentice; and that the said Apprentice will not, during the said term, do any damage to his said Master, his Heirs or Assignees, nor will he consent to any such damage being done by others, but will, if possible, prevent the same, and give warning thereof; and will not embezzle or waste the Goods of his Master, his Heirs or Assignees, nor give or lend the same to others without his or their license; nor absent himself from his or their service without leave; nor frequent Taverns or Alehouses, unless upon his or their business; nor play at Unlawful Games; IN CONSIDERATION WHEREOF, the said ¹ H. Hogarth & Sons hereby binds and obliges himself, and his foresaids, during the said term, to use all proper means to teach the said Apprentice or cause him to be taught navigation and seamanship and the business of a seaman and of a ship's officer and in the event of the said Apprentice being unable to complete the term of the Indenture through illness or failing to reach a satisfactory standard in the course of the Indenture through the Navy Officers Training Board Scheme after two years, it will be at the option of H. Hogarth & Sons to cancel this Indenture.

and the Master also agrees to provide the said Apprentice with sufficient Meat, Drink, Lodging, Washing, Medicine, and Medical and Surgical Assistance, except in so far as such Medicine and Assistance is provided under the National Health Insurance Acts, and pay to the said Apprentice the sum of £ 390 (Three hundred and ninety pounds) in manner following: (that is to say,) Seventyfive pounds for the first year, ninety & ninety pounds for the second year, one hundred and five pounds for the third year and for the fourth and last year one hundred and twenty pounds. Should this indenture expire during a voyage the apprentice agrees to serve in his ship until arrival at a port in the United Kingdom at the rate of ten pounds per month. These amounts are to include allowance for washing. the said Apprentice providing for himself all sea-bedding, wearing apparel, and necessaries (except such as are hereinbefore specially agreed to be provided by the said Master): AND IT IS HEREBY AGREED, that if, at any time during the said term, the said Master, his Heirs and Assignees, provide any necessary apparel or sea-bedding for the said Apprentice, he and they may deduct any sums properly expended thereon by him or them from the sum so agreed to be paid to the said Apprentice as aforesaid: And the said parties bind and oblige themselves, and their foresaids, to perform the premises to each other under the penalty of £ 10 (ten) sterling, to be paid by the party failing to the party observing or willing to observe the same over and above performance; providing, that notwithstanding this penal stipulation any Court, Magistrate or Justice of the Peace may exercise such jurisdiction in respect of the said Apprentice as he or they might have exercised if no such stipulation had been herein contained. In witness whereof, These presents written in so far as not printed

by Muriel Ferguson, typist, are subscribed by the said parties, as follows: viz., by the said H. Hogarth & Sons at Glasgow the twentyfourth day of February in the year one thousand nine hundred and forty-nine before these witnesses, Frederick William Berchem, Marine Superintendent, and Archibald McNair, Clerk to H. Hogarth & Sons, and by the said Niall Colin Brown Campbell and Margaret Campbell at Treen, Argyllshire, the twentythird day of February in the year last mentioned before these witnesses, John Macdougall Brown, Hotel Keeper & Farmer, and Iain Macdougall, Parish Minister of Treen.

Frederick William Berchem (Witness)
John McNair (Witness)
Iain Macdougall (Witness)
Margaret Campbell

NOTE.—This Indenture must be executed in duplicate, and the person to whom the Apprentice is bound must, within seven days of the execution of the Indenture, take or transmit either to the Registrar General of Shipping and Seamen, Llantrisant Road, Llandaff, Cardiff, or to the Superintendent of a Mercantile Marine Office, both Indentures to be recorded. One Indenture duly endorsed will be returned to the Master of the Apprentice. The Merchant Shipping Act, 1894, further requires the Master to notify, as above, any assignment or cancellation of the Indenture or the death or desertion of the Apprentice. The fee for registration of an Apprentice's Indenture is 2s. 6d.

Registered at the Port of Glasgow
this 25th day of February 1949
Signed *Margaret Campbell*

b.b.
b.b.c.
b.b.
b.b.c.
b.b.c.
b.b.

Directions for Signing Deeds.

The parties subscribe at the marks* on the right-hand side, in presence of two witnesses above fourteen years of age, who will sign at the marks† on the left side, each adding after his signature the word witness.

Two witnesses are sufficient to the subscription of any number of parties, provided these parties sign the deed at the same time and place; but if signed at different times or places two witnesses are requisite to each separate subscription.

Form of Testing Clause.

(If all the parties subscribe at same time.)

- 1 Here insert writer's name and designation.
2 Insert name of Master.
3 Insert name of Apprentice and of consenter.
4 Insert place.
5 Insert date.
6 Insert the full names and designations or places of residence of witnesses.

These presents written in so far as not printed by 1 are subscribed by the said 2 and the said 3 at 4 the 5 day of 6 in the year one thousand nine hundred and 7 before these witnesses: 8

(If the parties subscribe at different times.)

- 1 Writer's name and designation.
2 Master's name.
3 place; 4 date.
5 Witnesses' full names and designations or places of residence.

These presents written in so far as not printed by 1 are subscribed by the said parties, as follows: viz., by the said 2 at 3 the 4 day of 5 in the year one thousand nine hundred and 6 before these witnesses: 7

- 8 Apprentice's and consenter's names.
9 Place; 10 date;
11 Full names and designations or places of residence of witnesses.

And by the said 8 and 9 at 10 the 11 day of 12 in the year last mentioned before these witnesses: 13

24th February, 1953.

This is to certify that the within named Apprentice served under this Indenture until 24/2/53. The Masters under whom he served reported him to be a good seaman, of good conduct and strictly sober habits and likely to become an efficient Officer. During this period he served for three years seven months nineteen days on Foreign-going Articles of Agreement.

H. HOGARTH & SONS LTD.

(164r).

[Signature] Director.

ENDORSEMENTS.

Handwritten notes and tables including 'ENDORSEMENTS', 'S/S BARON ELBANK', and various numerical entries and signatures such as 'Baron Murray', 'C. Campbell', and 'B. Campbell'.