

Regulations under the Master and Apprentice Act, 1908.

CHARLES FERGUSSON, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 23rd day of March, 1925.

Present :

THE HONOURABLE SIR FRANCIS BELL PRESIDING IN COUNCIL.

IN pursuance and exercise of the powers conferred upon him by the Master and Apprentice Act, 1908, and its amendments (hereinafter referred to as "the said Act"), His Excellency the Governor-General of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby make the following regulations under and for the purposes of the said Act; and doth hereby declare that the said regulations shall come into force on the date of the publication thereof in the *New Zealand Gazette*.

REGULATIONS.

1. EVERY indenture of apprenticeship under Part II of the Master and Apprentice Amendment Act, 1920, as amended by the Master and Apprentice Amendment Act, 1924, relating to an apprentice under the control of the New Zealand Sheep-owners' Acknowledgment of Debt to British Seamen Fund or of the Trustees thereof shall be in the form marked A in the Schedule hereto.

2. Should any difference of opinion arise as to the rate of wages payable to any such apprentice after the expiration of twelve months from the commencement of the employment, it shall be decided by arbitration in the following manner: One person shall be appointed by the master and one person shall be appointed by the Minister of Labour, and, should these two persons fail to agree, the matter shall be referred to an umpire appointed by the arbitrators, whose decision shall be final.

SCHEDULE.

Form A.

DEED OF APPRENTICESHIP UNDER PART II OF THE MASTER AND APPRENTICE AMENDMENT ACT, 1920.

THIS DEED made the day of , 19 , in pursuance of Part II of the Master and Apprentice Amendment Act, 1920, as amended by the Master and Apprentice Amendment Act, 1924, between [Full name of apprentice], of [Address], a minor, born on the day of , 19 (hereinafter called "the apprentice") of the first part, [Full name of Minister], Minister of Labour for the Dominion of New Zealand (hereinafter called "the Minister") of the second part, [Full name of employer], of [Address], [Occupation] (hereinafter called "the Master") of the third part, and the New Zealand Sheep-owners' Acknowledgment of Debt to British Seamen Fund (hereinafter called "the Society") of the fourth part.

Whereas the apprentice, with the consent in writing of his parent [guardian] has been brought to New Zealand at the expense of the Society:

And whereas the apprentice, with the consent in writing of his parent [guardian] is subject to the conditions agreed upon by and between his said parent [guardian] and the Society to remain under the control of the Trustees of the Society for a period of four (4) years from the day of , 19 , or until the apprentice attains the age of twenty-one (21) years, whichever shall be the earlier:

And whereas the apprentice is resident in New Zealand at the date of these presents, and has no parent or guardian in New Zealand:

Now, this deed witnesseth that in consideration of the agreement hereinafter contained the Master hereby covenants with the apprentice, and also separately covenants with the Minister, and also separately covenants with the Society, that he will take the apprentice as his apprentice upon his situated at , and the apprentice, with the consent of the Minister and the Trustees of the Society, hereby covenants with the Master that he will serve the Master as his apprentice for the term and upon and subject to the conditions hereinafter set forth.

1. The term of the apprenticeship shall be years and months from the date of these presents, and wages shall be payable as follows, that is to say. Until the expiration of twelve (12) months from the commencement of the apprenticeship the Master shall pay to the apprentice the sum of shillings and pence a week, and shall in addition pay (and the apprentice hereby expressly directs and authorizes the Master to pay) to the Society the sum of shillings and pence a week, to be dealt with by it for the benefit of the apprentice as hereinafter set forth: Thereafter during the apprenticeship the Master shall pay such rate of wages as from time to time is usually paid on farms to boys of the age and capacity of the apprentice of which one-third shall be paid to the apprentice and two-thirds shall be paid (and the apprentice hereby expressly directs

and authorizes the Master to pay the same) to the Society to be dealt with by it for the benefit of the apprentice as hereinafter set forth:

Provided always that should any difference of opinion arise as to the rate of wages payable after the expiration of twelve (12) months from the commencement of the apprenticeship such rate shall be determined in each case by arbitration in the manner prescribed by regulations by the Governor-General in Council under the Master and Apprentice Act, 1908, and its amendments.

2. All moneys paid to the Society in accordance with the last preceding clause shall be held by it for the purposes and in the manner following, that is to say: The Society shall hold all such moneys in trust for the apprentice, to be expended on behalf of and for the benefit of the apprentice at such times and in such manner as the Trustees of the Society in their sole discretion may think fit until the apprentice attains the age of twenty-one (21) years, when any portion of such moneys remaining unexpended and any interest that may have accrued due in respect thereof shall be paid to the apprentice.

3. The Master shall be entitled to make a rateable deduction from the wages payable under clause 1 hereof for all time lost by the apprentice through his own default.

4. The Master will during the said term, to the best of his power, skill, and knowledge, train and instruct the apprentice or cause him to be trained and instructed as a competent farmer in the branch of farming carried on by the Master, and will maintain him with proper food, nourishment, lodging, and medicines, and will treat him with consideration and humanity, and will require the apprentice to work for such periods only as may be reasonable, and will allow the apprentice such holidays as may be usual, including an annual holiday of at least fourteen (14) days, and will grant the apprentice reasonable facilities at least once on every Sunday to attend some place of Divine worship according to the tenets of the religious persuasion in which the apprentice has been brought up or which he professes, if there is any such place within six miles of the residence of the Master.

5. The apprentice will serve the Master truly and faithfully as his apprentice for the term and upon and subject to the conditions herein set forth, and will conform with all his reasonable and lawful orders, and will be honest, upright, and diligent in the discharge of his duties.

6. Where any person duly authorized by the Minister or by the Society requires the Master to allow him to see or communicate with the apprentice the Master shall give such person every facility for an interview with the apprentice at any reasonable time.

7. The Master will not transfer the apprentice without the consent in writing of the Minister.

8. The Master shall, with the consent in writing of the Chairman for the time being of the Trustees of the Society, have the right at any time during the said term to dismiss the apprentice if the apprentice is guilty of serious and wilful misconduct.

9. If at any time during the apprenticeship the Master fails to comply with the provisions of this deed or any of them, the Minister may, by notice in writing to the Master, to the apprentice, and to the Society, terminate this contract of apprenticeship, and withdraw the apprentice from the service of the Master, and the Master shall have no redress or remedy whatever for such termination and withdrawal or for loss of service; and the Minister may, by the same or separate notice, require the apprentice to proceed to any place or to any institution maintained by the Society to be named in the notice, and may by the same or separate notice require the Master to deliver the apprentice to any person therein named.

10. In so far as they apply hereto the provisions of the Master and Apprentice Act, 1908, and the amendments thereof and the regulations made thereunder are deemed to be incorporated in these presents.

In witness whereof these presents have been executed by the parties hereto on the day and year first before mentioned.

Signed by the said
[Occupation and address].

Signed by the Hon. the Minister of Labour in the presence of
[Occupation and address].

Signed by the said
[Occupation and Address].

The common seal of the New Zealand Sheep-owners' Acknowledgment of Debt to British Seamen Fund was hereunto affixed by and in the presence of--

....., A Trustee of the Fund.
....., A Trustee of the Fund.
....., Secretary of the Fund.

F. D. THOMSON,
Clerk of the Executive Council