

ARTICLES OF PUPILAGE.

Between A. W. Bromley

and H. L. S. S. S.

Dated 2nd January 1939.



LONDON :

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Price One Shilling

[ENTERED AT STATIONERS' HALL.]

THE INSTITUTION OF MUNICIPAL & COUNTY ENGINEERS

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and
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ARTICLES OF PUPILAGE

[Form approved 24th March, 1917.]

This Indenture made the 3rd day of January 1939,

between Arthur William Bromley

of Houghton Lodge Farm, Houghton, Dorset in the County of Kent

(hereinafter called the * Father) of the first part, Donald Arthur Bromley

* Insert
"Father,"
"Mother," or
"Guardian," as
the case may be.

of above address † son of the * Father

† Insert "Son"
or "Ward."

(hereinafter called the Pupil) of the second part, and Herbert William Bromley

of Canterbury in the county of Canterbury Engineer and

Surveyor to the † Corporation of Canterbury

(hereinafter called the Principal) of the third part, Witnesseth as follows:—

† Insert name
of the Council
or Corporation.
If the word Cor-
poration be
inserted the
same term must
be used subse-
quently instead
of "Council."

1. The Pupil of his own free will, with the consent of the * Father

binds himself to serve the Principal as his Apprentice to learn the Profession or Business

of a § Municipal Engineer and Surveyor in the || City and County

§ Insert
"Municipal" or
"County."

Borough of Canterbury from the thirty-first day of

|| Insert
"District,"
"Borough,"
"City," or
"County," as
the case may be.

August 1936 for the term of three years thence next ensuing.

2. In consideration of the sum of Forty pounds now paid to the

Principal by the * Father (the receipt whereof the Principal hereby acknowledges) and

of the covenant by the Father hereinafter contained for the further

payment of premium the Principal hereby covenants with the * Father and the

¶ If the pre-
mium is to be
paid in instal-
ments the
following words
to be added
after the word
"acknowledges":
"and of the
covenant by the
hereinafter
contained for
the further
payment of
premium."

Pupil and each of them severally as follows:—

(a) That he will accept the Pupil as his Apprentice during the said term, and will, during such term, to the best of his power skill and knowledge, and so far as the direction or order of the said Council will permit, instruct the Pupil, or cause him to be instructed, in the Profession or Business of a § Municipal Engineer and Surveyor, as now practised by the Principal as Engineer and Surveyor to the said Council.

(b) That he will give to the Pupil suitable holidays of not less than ^{two}~~three~~ weeks in each year, at such time or times as shall be convenient to the Principal.

(c) That with the object of enabling the Pupil to qualify himself for passing the examinations for the Testamur and Associate Membership of the Institution of Municipal and County Engineers, or to qualify himself for passing the examinations of the Institution of Civil Engineers, the Royal Institute of British Architects, or the Surveyors' Institution, the Principal will allow the Pupil such absence in addition to such ^{two}~~three~~ weeks as the Principal shall deem reasonable for the purpose of attending Lectures or Classes of Instruction, and the said Examinations.

(d) That on the completion of the said term of service, or on the sooner determination thereof, as hereinafter mentioned, the Principal shall hand over these Articles to the Pupil with a Certificate of service competency and conduct endorsed thereon, and signed by the Principal.

3. The * Father and the Pupil severally covenant with the Principal as follows:—

(a) That the Pupil shall, during the whole of the said term, to the best of his ability learn the said Profession or Business, and execute and perform the lawful directions and instructions of the Principal, and of any other Officer of the said Council, being an Assistant of the Engineer or Surveyor, and duly authorised by the Principal to give such directions or instructions, and serve the Principal as his Apprentice, and shall keep all his secrets and those of the said Council, and will in all respects conform to the rules of the Office of the Principal, and the Regulations laid down by the said Council for the management of the Principal's Department. And that he will not do anything that shall cause damage or injury to the Principal, or the said Council, or the property of either, and that he will not absent himself from the service of the Principal during the usual Office hours appertaining to the Principal's Department, without leave being first obtained, and that in all respects he will acquit and demean himself honourably, faithfully, and with diligence.

(b) That in case the Principal or Council shall sustain or suffer any loss, damage or prejudice by reason of the misbehaviour, neglect or improper conduct of the Pupil, to make good and reimburse the Principal the amount or value thereof.

4. The * Father further covenants with the Principal that the * Father will from time to time and at all times during the said term at his cost find and provide the Pupil with good and sufficient board and lodging and all necessary and becoming wearing apparel and necessary medical and surgical attendance and medicine and with all ^{books} implements and instruments necessary for the learning or sufficient practice of his Profession.

[And further that in addition to the said sum of £40 — the * Father will pay to the Principal by way of further premium the sum of £40 — on the thirty-first day of August 1937 and the sum of £40 — on the thirty-first day of August 1938.]

5. Provided always and it is hereby agreed between the parties hereto as follows:—

(a) If prior to the thirty-first day of August 1939, the Principal shall cease to carry on his Profession as Engineer and Surveyor to the said Council (from death, resignation, illness, or any other cause), or if the Pupil shall die or be incapacitated by illness or accident lasting for more than six consecutive months, or if the Council shall rescind or refuse its permission to the Principal to take Articled Pupils, then these Articles shall cease and determine except in the cases hereinafter mentioned and except as regards any rights or liabilities which shall have previously accrued, and upon the happening of any such events the Principal shall, subject to the succeeding Clauses (b)

and (c), return to the * Father the sums following, viz.:—If any such event shall happen before the thirty-first day of August 1937 the sum of £40 —, if later than that day but before the thirty-first day of August 1938, the sum of £40 —, or

The words within the brackets must be struck out when the premium is not payable by instalments.

if later than the said thirty-first day of August 1938 but before the said thirty-first day of August 1939, the sum of £40 — and the * Father shall accept such sum in settlement of all claims on the Principal or his estate in respect of these Articles, but if any of the said events shall happen at a period subsequent to the last named date then no sum shall or will be returnable, nor shall any claim be made on the Principal or his estate in respect thereof, but

(b) If the Principal shall be appointed as Engineer and Surveyor in another Town, City, or County, and shall be ready and willing to continue and complete the Apprenticeship, and the education and instruction of the Pupil in such Town, City, or County, and the Pupil be willing that the same should be so completed, then these Articles shall not be determined, or if the Principal shall cease to be Engineer and Surveyor to the said Council, from any cause whatever, but shall be able to arrange with his Successor to accept a Transfer of these Articles, and the duties and liabilities thereunder, then if the

* Father and the Pupil accept such Transfer, and sign it, and become bound thereunder, these Articles as so assigned shall not cease.

(c) If the * Father or the Pupil accept neither of the above alternatives then the Principal will not be liable to repay any such sums for return of

premium as aforesaid [and the * Father shall still be liable to pay any parts of such premium which shall then be unpaid]

NOTE.—The words within brackets will only be inserted when the premium is payable by instalments. If not so payable strike the words out.

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

Signed, sealed, and delivered by the above-named

* Father in the presence of

Frank C. Coomb

Signed, sealed, and delivered by the above-named

Pupil in the presence of

Frank C. Coomb

Signed, sealed, and delivered by the above-named

Principal in the presence of

Frank C. Coomb

Surveyor's Clerk,

5 Ersham Rd.

Canterbury

These Articles of Indulgence were satisfactorily completed on 31st August 1939.

Frank C. Coomb