

1. Names, &c., in full of a quorum of the managers.

MEMORANDUM OF AGREEMENT between

Mr. Bayly, Rector of Menisc
Carlton R. S. Popham
Reg. Popham



hereinafter called the Managers, on behalf of the Managers of the School at

Cherrie Church of England

2. Name, &c., in full of father or other surety of the pupil-teacher.

James Wilson

hereinafter called the surety,

3. Father, or as the case may be.

the *Sister of Margaretta Wilson*

4. Name in full of the pupil-teacher.

of *Margaretta Wilson*

hereinafter called the pupil-teacher.

The Managers, for themselves, their executors, administrators, and assigns, agree with the surety, his executors, administrators, and assigns, as follows:—

1. The Managers agree to engage the pupil-teacher to serve under a certificated teacher during the usual school hours in keeping and teaching the said school, but so that the said pupil-teacher shall not serve therein less than *three* or more than *six* hours upon any one day, nor more than 25 hours in any one week. Sunday is expressly excluded from this engagement.

2. This engagement shall begin on the first day of *February* 18 *84*, and, subject to the proviso in paragraph 4, shall end on the last day of *January* 18 *88*, but if the pupil-teacher shall, with the consent of the other parties hereto, attend the examination for admission into Training Colleges next preceding the last-mentioned date, this engagement may end on the 31st day of the month of December, next following such examination, provided the pupil-teacher then enters a Training College.

3. The pupil-teacher shall be paid as wages *£3 5 0* per *quarter* in the first year, and this sum shall be increased by *10* per *cent* in each subsequent year of the engagement, but such increase may be stopped at the discretion of the Managers of the said School for the time being for the unexpired remainder of any year after receipt of notice from the Education Department that the pupil-teacher has failed to pass the examination, or to fulfil the other conditions of a pupil-teacher, according to the standard of the preceding year as prescribed in the Articles of the Code of the said Department applicable to the case.

4. *Provided* always, that if the pupil-teacher fails to pass an examination for any year as specified in paragraph 3 of this agreement, this engagement shall, on the application of the Managers and with the consent of the Education Department, end on the last day of *January* 18 *89*.

When this engagement is so extended, the course of study and the wages of the pupil-teacher in the remainder of the year succeeding that in respect of which the pupil-teacher failed shall be the same as in the last-mentioned year; and that year shall not be reckoned in calculating any payment to be made under paragraph 6 of this agreement.

11. One year later than the second date in paragraph 2.

intents and purposes as if the name of the said

5. The New Manager or Managers.

had been inserted therein, and signed thereto, instead of the name of the said

Signed this _____ day of _____, 18

6. Deceased or outgoing Manager or Managers.

7. All the parties named must sign, but need not do so together. Each signature should be written in a separate line, and must be attested by that of a witness who sees it made. The same witness may attest more than one signature.

_____ in the presence of _____
_____ in the presence of _____

Affix 6d. Stamp, and cancel by each person writing his initials and the date across it, who signs this agreement.

N.B.—This memorandum must be executed by all the parties named in it, viz:—

- Managers.
- Surety.
- Pupil Teacher.

If it be executed with blanks still remaining in it, they cannot legally be filled up afterwards, except as part of a new agreement requiring a new stamp.

FORM FOR CANCELLING ENGAGEMENTS OF PUPIL TEACHERS.

(To be endorsed on the original Memorandum.)

The within written Memorandum of Agreement is cancelled by the undersigned parties, being the same parties by whom it was executed.

Witness our hands, this _____ day
18 _____ day

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5. The pupil-teacher, while the school is not being held, shall receive, without charge, from a certificated teacher, special instruction during at least five hours per week, of which hours not more than two shall be part of the same day. Such special instruction, and any instruction in secular subjects, given to the pupil-teacher during school hours, shall be in the subjects in which the pupil-teacher is to be examined either during this engagement, or for admission to a training college, pursuant to the said Articles.

6. The pupil-teacher shall be liable to dismissal without notice for idleness, disobedience, or immoral conduct, of a gross kind, respectively; and this engagement shall be terminable on either side by a written notice of six months, or, in lieu of such notice, by the payment on either side of £3 in the first year, £4 in the second, and an additional pound in each succeeding year of the engagement, but never exceeding £6 in the whole; such payment to be recoverable as a debt by the party entitled to receive it, and to be over and above the settlement of all other accounts between the parties.

7. The pupil-teacher enters into this engagement freely and voluntarily on his own part, and with the privity and consent of the surety.

8. The surety agrees with the said Managers, their executors, administrators, and assigns, to clothe, feed, lodge, and watch over the pupil-teacher during the continuance of this engagement in a manner befitting the same.

Signed^s this twelfth day of February, 1885

Wm. McNeill in the presence of Stephen B. ...
Elizabeth C. ... in the presence of Stephen B. ...
James Wilson in the presence of Frank ...
Margaret Wilson in the presence of Wm. Bradshaw
Ag. ... in the presence of Wm. Bradshaw

13. All the parties named must sign, but need not do so together. Each signature should be written in a separate line, and must be attested by that of a witness who sees it made. The same witness may attest more than one signature.

_____ in the presence of _____
_____ in the presence of _____

N.B.—1. This memorandum must be executed by all the parties named in it, viz:—

Managers.
Surety.
Pupil Teacher.

2. If it be executed with blanks still remaining in it, they cannot legally be filled up afterwards, except as part of a new agreement requiring a new stamp.

3. The memorandum, when executed, shall be deposited with the School papers [Article 8 (b)]. The surety should have either an executed duplicate (which requires a second stamp) or a certified copy. The agreement exists only between the persons who sign it. If any of them are changed (by removal of Managers or otherwise) a new agreement in the following form should be executed.

FORM OF NEW AGREEMENT ON CHANGE OF MANAGERS.

N.B.—This form is not to be used in cases of the removal of a pupil teacher from one school to another, or of the transfer of a School to a School Board.

1. The *surety* in the existing Memorandum

MEMORANDUM OF AGREEMENT between¹ _____

2. The Managers in the original Memorandum, and the Executors of any of them who are deceased.

within and hereinafter described as the *Surety*;² _____

3. The name, description, and address of the new Manager or Managers.

the persons within described as the *Managers*;³ _____

and⁴ _____

hereinafter described as "the Managers."

1. The said Surety, and the said² _____ hereby mutually rescind the within written Agreement, and agree that the same shall be henceforth determined, and of no further force as regards the future.

2. The said Surety and the said "Managers" hereby mutually agree to adopt and enter into an agreement in the same words, and to the same effect as the within written agreement for the unexpired term thereof; and that the like obligation and responsibility shall exist and be of force between them in like manner, and to all