

Dated 24. 186

THE NEW YORK
JUVENILE ASYLUM

TO

Wm. M. Briggs

Apprentice's Indenture.

NAME OF APPRENTICE:

Thomas Kelley

Expire 24. 186

Witness my hand & seal
this 24th day of
Sept. 186

NEW YORK JUVENILE ASYLUM.

Apprentice's Indenture.

This Indenture, MADE between "THE NEW YORK JUVENILE ASYLUM," of the first part, and George W. Yeager of Champaign in the County of Champaign and State of Illinois party of the second part, Witnesseth, That the said party of the first part, in accordance with the "Act to incorporate the New York Juvenile Asylum," passed June 30th, 1851, HAS bound out, and by these presents DOES bind out, unto the said party of the second part, Edward Kelly a boy aged (as nearly as can be ascertained) 14 years on the 18th day of March 1860, to serve the said party of the second part as an apprentice, from the day of the date hereof, for and until the expiration of 6^{1/2} years hence next ensuing. And the said party of the second part covenants and agrees with the said party of the first part, that during the said term the said party of the second part will provide the said Edward both in sickness and health, with proper medical treatment, sufficient food, lodging, apparel and washing, suitable for an apprentice; that the said party will cause him to be instructed in the art of farming and in reading, writing, and arithmetic, at least as far as and including Compound Interest; that the said party will carefully watch over and guard the morals of the said apprentice, and prevent him from frequenting taverns, porter-houses, play-houses, or gaming-houses of any kind, and that at the end of the said term, the said party will give the said apprentice a new Bible, a complete suit of new clothes, besides those in wear, and pay him One Hundred dollars, and in all respects will comply with the requirements of the Charter of the "NEW YORK JUVENILE ASYLUM," and especially of the sections thereof hereunto annexed and made part of this agreement.


In Witness Whereof, the said party of the first part has caused its Corporate Seal to be hereunto affixed, and these presents to be signed by its President and Secretary, and countersigned by the Chairman of its Indenturing Committee. And the said party of the second part has hereunto set his hand and seal the 11th day of May 1860 in the year of our Lord one thousand eight hundred and sixty

A. R. Wetmore President.

Countersigned

R. Howard
Chairman of Indenturing Committee.

B. F. Ruston Secretary.

George W. Yeager 

Signed, sealed and delivered }
in presence of }
Geo. H. Allan

Apprentice's Agreement.

I, Edward Kelly the person described in the foregoing instrument of Indenture, do of my own free will, put myself apprentice to George W. Yager for the period and on the terms described in the foregoing instrument and the sections of the Charter of the "NEW YORK JUVENILE ASYLUM," thereunto annexed, and do agree with said George the party of the second part to the foregoing Indenture, to well and truly serve him, obey his lawful commands, do no damage to the said party of the second part, nor see it done by others, without preventing the same, as far as I lawfully may, nor will I waste the said party's goods, nor lend them unlawfully to any, nor will I absent myself day or night from the said party's service without the said party's leave, nor frequent porter-houses, taverns, play-houses, or gaming-houses, but will in all things behave myself as a faithful apprentice.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of May day of April in the year of our Lord one thousand eight hundred and

Signed, sealed and delivered }
in presence of }

Edward Kelly

Louis O'Neil



Extracts from Charter.

The following are the Sections of the Charter of "THE NEW YORK JUVENILE ASYLUM," especially referred to in, and made a part of the foregoing instrument of Indenture:

SEC. 18. The said corporation shall have power, in its discretion, to bind out or indenture, as clerks or apprentices, to some profession, trade, or employment, the children entrusted or committed to its charge; and for a shorter or longer period, not exceeding, however, in the case of girls, the age of eighteen years; and, in that of boys, the age of twenty-one years.

SEC. 19. No person receiving an apprentice under the provisions of this act, shall be at liberty to assign or transfer the indenture of apprenticeship or to let out or hire for any period the services of such apprentice, without the consent, in writing, of the directors of this corporation. In case the master of such apprentice shall be dissatisfied with his or her conduct or behaviour, or for any other cause, may desire to be relieved from said contract, upon application, the said directors may, in their discretion, cancel the said indenture of apprenticeship; and resume the charge and management of the child so apprenticed, and shall have the same power and authority in regard to it, as before the said indenture was made.

SEC. 20. If any master shall be guilty of any cruelty, misuse, refusal or neglect to furnish necessary provisions or clothing, or any other violation of the terms of indenture or contract towards any such child so bound to service, such child may make complaint thereof to the board of directors of this corporation, or to two justices of the peace of the county in which such child is so bound to service, or to the mayor, recorder, or aldermen of any city in which such child is bound to service, or to any two of them, who shall summon the parties before them, and examine into, hear and determine the said complaint; and, if upon such examination the said complaint shall appear well founded, they shall, by certificate under their hands, discharge such child from his obligation of service, and restore him or her to the charge and management of this corporation in the same manner, and with like powers as before the indenture of such child.

SEC. 21. No person shall accept from any journeyman or apprentice, indentured as aforesaid, any contract or agreement, nor cause him or her to be bound by oath or otherwise during his or her term of service, that such journeyman or apprentice shall not set up his or her trade, profession or employment in any particular place, shop or cellar; neither shall any person exact from any journeyman or apprentice, after his or her term of service is expired, any money or other thing for using or exercising his or her trade, profession or employment in any place.

SEC. 22. Every security given contrary to the provisions contained in the last preceding section of this act, shall be void, and any money paid or valuable thing delivered for the consideration, in part or in whole, of any such agreement or exaction, may be recovered back with interest, by the person paying the same; and every person accepting such agreement, causing such obligations to be entered into, or exacting money or other thing as aforesaid, shall forfeit one hundred dollars to the apprentice or journeyman from whom the same shall have been received.

SEC. 23. Upon the death of any master to whom any child may have been bound to service, under the provisions of this act, the executors or administrators of such master may, with the consent of the child so bound to service, signified in writing, acknowledged and approved by the board of directors of this corporation, assign the indenture or contract of such service to some other person, which assignment shall transfer to and vest in such assignee all the rights of the original master, and also make him subject to all his obligations.

SEC. 24. The board of directors of this corporation shall be the guardians of every child, bound or held for service, by virtue and in pursuance of the provisions of this act. They shall take care that the terms of the contract be faithfully fulfilled, and that such person be properly treated; and it is hereby made their special duty to inquire into the treatment of every such child, and redress any grievance in manner prescribed by law. And it shall be the duty of the master or his assignee, to whom any such child shall be bound to service, and he shall, by the terms of the indenture, be required, as often as once in every six months, to report to the said board of directors the conduct and behavior of the said apprentice or child so bound to service, and, whether such apprentice is still living under the care of the person to whom he was originally bound, and, if not, where else he may be.