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CHAPTER 22. No. 8.

FOREIGN LABOUR CONTRACTS.

AN ORDINANCE RELATING TO FOREIGN LABOUR
CONTRACTS.

Ordinance
Ch. 22. No. 7-
1940.

[10th February, 1900.]

Commence-
ment.

1. This Ordinance may be cited as the Foreign Labour Contracts Ordinance. Short title.

2. In this Ordinance—

Interpre-
tation.

“ employer ” includes any corporation, whether sole or aggregate, and also includes any firm or trading concern, and any person or persons, individual or individuals, whether being members of a company or corporation or not, and whether having or not within the Colony a place of business or abode or assets;

“ foreign country ” includes any country not within His Majesty's dominions from time to time proclaimed to be a foreign country by the Governor for the purposes of this Ordinance; (*)

“ labourer ” includes every person, being a British subject, employed for hire, wages, or other remuneration to exercise or perform any handicraft or other bodily labour in agriculture or otherwise, or in or upon mines, manufactures, roads, tunnels, ways, railways, canals, or waterworks.

3. (1) It shall not be lawful for any employer, or for any person acting as agent or attorney for or on behalf of any Leave of
Governor
to hire.

(*) Applied to Brazil, Liberia, Cuba: *vide* Procs. No. 31—1910, No. 14—1914, No. 10—1923; and to Netherlands West Indies, G.N. 115—1945 and to French Guiana, G.N. 128—1946.

employer, without the leave in writing of the Governor first obtained, to hire, engage, or induce any person to leave the Colony, or to send or take away any person therefrom, for the purpose of being employed by any such employer as a labourer in any foreign country.

(2) Every employer contravening the provisions of this section and every employer effecting or attempting to effect any hiring, engaging, sending, or taking away of labourers to any foreign country by falsehood or fraud, shall for a first offence be liable, on summary conviction, to a fine of four hundred and eighty dollars, or to be imprisoned for six months; and for every subsequent offence every such person shall be guilty of a misdemeanor, and, on conviction on indictment, shall be liable to be imprisoned for three years.

Aiders and
abettors.

4. Every person who, before the Governor's leave shall have been obtained, and notwithstanding that the Governor's leave may have been subsequently obtained, shall counsel, aid, or abet any offender under the last preceding section, shall be liable to be punished in the same manner as a principal offender.

Bond.

5. The Governor may grant leave to do any of the acts in section 3 mentioned and prohibited to be done without such leave, provided that such employer shall, before performing or attempting to perform any of the said acts, enter into a bond to His Majesty with two good and sufficient sureties, being landowners or householders resident within the Colony, in the sum of two thousand four hundred dollars (such bond to be in the form in the First Schedule hereto or as near thereto as may be, and to bear the stamp duty prescribed for a bond in such penal sum) conditioned—

First
Schedule.

(a) to observed all and every the provisions of this Ordinance, and all and every the conditions and stipulations in the contract made in pursuance of or under the authority of this Ordinance; and

(b) to answer and pay all damages and costs which shall or may be recovered by any labourer in any action upon or for any breach of any contract for hire and service which such labourer may have entered into with any such employer as aforesaid.

6. It shall be lawful and competent for any such labourer, whether the employer with whom he shall have contracted or agreed shall be represented or not in the Colony, to proceed against either or both of the sureties in the first instance for any damages he may have sustained through the breach of any agreement for hire and service which he may have entered into with such employer, or through their or his fraud or falsehood about the same.

Labourer
may sue
sureties.

7. Every contract which under the authority of this Ordinance shall be entered into between any employer and any other person for the performance of any work as a labourer in a foreign country shall be in writing, and shall contain—

Contract.

(a) a statement of the description and nature of the work or service to be performed or rendered thereunder;

(b) the name of the country, and the place or locality within such country, where such work or service is to be performed or rendered;

(c) the name of the country and town or place where is situate the office or place of business of the employer;

(d) the amount of wages and rations to be paid and allowed to the labourer;

(e) the specified times for such payments and allowances;

(f) a condition that the labourer shall not be left destitute in that country, but shall at the expiration or sooner determination of his contract be repatriated by his employer, and at the cost and charges of such employer.

Every such contract shall be signed in duplicate by the parties thereto or their duly constituted agents and shall be executed before a Magistrate who shall subscribe his name thereto, and such contract shall be according to the form in the Second Schedule hereto.

Form of
contract.

Second
Schedule.

8. (1) It shall be the duty of every Magistrate before whom any contract under the authority of this Ordinance

Magistrate
to explain
contract to
labourer.

shall be executed, and he is hereby required before permitting such labourer to execute the same—

(a) fully to explain such contract and the terms and conditions thereof to every such labourer;

(b) to ascertain that the labourer understands the same.

Attestation
clause.

(2) The Magistrate shall himself subscribe an attestation clause to every such contract in which it shall be stated that the contract was signed by such labourer with the full knowledge and understanding of the contents thereof.

Warning to
labourers
emigrating.

9. It shall be the duty of every Magistrate personally to warn all labourers executing contracts for labour in a foreign country of the risks which they incur arising from the dangerous nature of the climate or the severity of the work, and that in proceeding thereto they do so at their own risk and peril.

SCHEDULES.

FIRST SCHEDULE.

Bond.

(Section 5.)

TRINIDAD AND TOBAGO.

KNOW ALL MEN BY THESE PRESENTS: that we, _____, of _____, and _____, of _____, and _____, of _____, are held and firmly bound to Our Sovereign Lord the King, His Heirs and Successors, in the sum of two thousand four hundred dollars of good and lawful money of the Colony to be paid to Our said Lord the King, His Heirs and Successors, for which payment to be well and truly made we bind ourselves and each and any two of us, our and each and any two of our heirs, executors, and administrators jointly and severally by these presents.

Dated this _____ day of _____, 19 . . .

Whereas *A.B.* of _____, hereinafter called "The Contractor," in obedience to section 3 of the Foreign Labour Contracts Ordinance has applied to the Governor for leave to hire and engage labourers, hereinafter called "The Labourers," for the purpose of being employed as labourers in _____ [name of country and place or locality within such country where work or service is to be rendered].

And whereas the Governor has consented to grant such leave as is required by section 3 of the said Ordinance upon "The Contractor"

entering into the above-written bond subject to the condition hereinafter mentioned:

Now therefore the condition of the above-written bond or obligation is such that if "The Contractor" shall well and truly observe and perform all and every the provisions of the Foreign Labour Contracts Ordinance and all and every the conditions and stipulations in the contract to be made and entered into between "The Contractor" and "The Labourers" in pursuance of and under the provisions of the said Ordinance, and shall answer whenever so required and pay all damages and costs which shall or may be recovered by "The Labourers" or any of them in any action upon or for any breach of such contract, then the above-written bond or obligation shall be void, but otherwise the same shall remain in full force and virtue.

Signed and delivered by "The Contractor"
in the presence of:

Name
Address
Occupation

Signed and delivered by
in the presence of:

Name
Address
Occupation

Signed and delivered by
in the presence of:

Name
Address
Occupation

SECOND SCHEDULE.

Contract.

(Section 7.)

THE FOREIGN LABOUR CONTRACTS ORDINANCE.

AGREEMENT made this _____ day of _____, 19____, under and by virtue of section 7 of the Foreign Labour Contracts Ordinance, between A.B., of _____ [here insert name of country, town, and office or place of business of A.B.] hereinafter called "The Contractor," and C.D., of _____ [place of residence of labourer] hereinafter called "the Labourer."

Whereas "The Contractor" has in pursuance of the provisions of the above Ordinance obtained the leave of the Governor to hire "The Labourer" to perform the work and render the service hereinafter specified in _____ [here insert the name of the country and the place or locality within such country where such work or service is to be performed and rendered];

And whereas "The Labourer" has consented to proceed at the cost and charges of "The Contractor" to _____ for the purpose of performing

the labour and rendering the service hereinafter specified upon the condition and subject to the stipulations herein contained;

Now therefore, it is hereby agreed between "The Contractor" and "The Labourer" as follows:—

1. "The Contractor" will pay "The Labourer" the
[*here set out the sum of wages and the rations to be allowed to the labourer and specify the time of payment*].

2. "The Contractor" will support and maintain "The Labourer" if at any time during the continuance of this contract or at the expiration or sooner determination thereof "The Labourer" shall become destitute, and will thereupon and thereafter and at his own costs and charges provide and pay for a suitable return passage to this Colony for "The Labourer."

3. For the performance of all which stipulations and conditions "The Contractor" doth hereby bind himself, his executors and administrators [*or, if a corporation, say "its successors in office"*].

4. And in consideration of the covenants and agreements hereinbefore contained, "The Labourer" agrees to proceed to
[*place where service is to be performed*] and there to perform and render the following work and service, that is to say: [*here set out the description and nature of the specified work to be performed by the labourer*].

In witness whereof the parties hereto have hereunto in duplicate set their hands (the same having been signed by "The Labourer" with the full knowledge and understanding of the contents thereof) the day and year first above-written.

Signature of Contractor

Signature of Labourer

Before me,

Magistrate.