

## TRINIDAD AND TOBAGO.

*Foreign Labour Contracts.*

No. 4.—1900.

*4th December, 1899.*

AN ORDINANCE to restrict the making of Contracts for Foreign Labour in the Colony and to protect Labourers entering upon such Contracts.

[L.S.]

HUBERT E. H. JERNINGHAM,

GOVERNOR.

*10th February, 1900.*

BE it enacted by the Governor of Trinidad and Tobago with the advice and consent of the Legislative Council thereof as follows:—

1. This Ordinance may for all purposes be cited as Short title.  
“The Foreign Labour Contract Ordinance, 1899.”

2. In this Ordinance, the term

“Foreign Country” means and includes any Interpretation. any country not within Her Majesty’s dominions from time to time proclaimed to be a Foreign Country by the Governor for the purposes of this Ordinance.

“Employer” means and 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.

No. 4. *Foreign Labour Contracts.* 1900.

“Labourer” means and 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 water-works.

“Magistrate” means a Stipendiary Justice of the Peace.

Leave of  
Governor  
to hire  
required.

3. From and after the passing of this Ordinance it shall not be lawful for any Employer or for any person acting as Agent or Attorney for or on behalf of any Employer without the leave in writing of the Governor first had 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.

Offence.

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 be guilty of an offence under this Ordinance, and for a first offence shall on conviction before any Magistrate forfeit and pay a sum of One Hundred Pounds Sterling or be imprisoned for a term of six calendar months either with or without hard labour; and for a second or subsequent offence every such person shall be guilty of a misdemeanour, and on conviction before the Supreme Court shall be imprisoned with hard labour for any term not exceeding three years.

Offences—  
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 guilty of an offence under this Ordinance and shall be liable to be punished in the same manner as a principal offender.

No. 4. *Foreign Labour Contracts.* 1900.

5. The Governor may grant leave to do any of the acts in the third Section 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 Her Majesty with two good and sufficient sureties, being land-owners or householders resident within the Colony, in the sum of Five Hundred Pounds Sterling, (such bond to be in the form in Schedule A or as near thereto as may be and to bear the stamp duty prescribed for a bond in such penal sum) conditioned:

- (a.) To observe 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.

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—

- (1.) A statement of the description and nature of the work or service to be performed or rendered thereunder.

No. 4. *Foreign Labour Contracts.* 1900.

- (2.) The name of the country and the place or locality within such country where such work or service is to be performed or rendered.
- (3.) The name of the country and town or place where is situate the office or place of business of the Employer.
- (4.) The amount of wages and rations to be paid and allowed to the labourer.
- (5.) The specified times for such payments and allowances.
- (6.) A condition that the labourer shall not be left destitute in that country, but shall at the expiration or sooner determination of the Contract be repatriated by his employer and at the cost and charges of such employer.

Form of  
Contract—  
Schedule B.

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 Schedule B to this Ordinance.

Magistrate to  
explain con-  
tract to  
labourer.

8. It shall be the duty of every Magistrate before whom any Contract under the authority of this Ordinance 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.
- (c.) And thereupon 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.

No. 4. *Foreign Labour Contracts.* 1900.

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.

Warning to be given by Magistrate to labourers emigrating.

10. The Ordinances Nos. 3 of 1894 and 11 of 1898 are hereby repealed.

Passed in Council this Fourth day of December, in the year of Our Lord one thousand eight hundred and ninety nine

S. W. KNAGGS,  
*Clerk of the Council.*

## SCHEDULE A.

## FORM OF BOND PRESCRIBED BY SECTION 5

## TRINIDAD AND TOBAGO.

KNOW ALL MEN BY THESE PRESENTS :

Contractor.

that We

of

and

Sureties.

of

and

of

are held and firmly bound to Our Sovereign Lady Queen Victoria, Her Heirs and Successors in the sum of Five Hundred Pounds Sterling of good and lawful money of Great Britain to be paid to Our said Lady the Queen, Her Heirs and Successors for which payment to be made and truly made We bind Ourselves and each and any two of us and each and any two of our heirs, executors and administrators jointly and severally by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 1 \_\_\_\_\_.

WHEREAS N. N of \_\_\_\_\_, hereinafter called "The Contractor," in obedience to the 3rd Section of "The Foreign Labour Contract Ordinance, 1899," 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 the 3rd Section 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 Contract Ordinance, 1899," 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

No. 4. *Foreign Labour Contracts.* 1900.

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

Witness.\*

Signed and delivered by \_\_\_\_\_ in the presence of \_\_\_\_\_

Name  
Address  
Occupation

Surety.

Witness.\*

Signed and delivered by \_\_\_\_\_ in the presence of \_\_\_\_\_

Name  
Address  
Occupation

SCHEDULE B.

FORM OF CONTRACT REQUIRED BY SECTION 7.

IN THE MATTER OF

"THE FOREIGN LABOUR CONTRACT ORDINANCE, 1899."

AGREEMENT made this

\_\_\_\_\_ day of \_\_\_\_\_ 1 \_\_\_\_\_ under and by virtue of Section 7 of the Foreign Labour Contract Ordinance 1899. Between A.B., of (*here insert name of country, town and office or place of business of A. B.*) hereinafter called "The Contractor," (Name of Contractor.) and C.D., of (*place of residence of labourer*) hereinafter called "The Labourer." (Name of 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 \_\_\_\_\_ (Name of place.) for the purpose of performing the labour and rendering the service

\*The names, occupations and addresses of the Witnesses must be given in full.

No. 4. Foreign Labour Contracts. 1900

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 "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 "his 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.*