

[L.S.]

BICKHAM ESCOTT,  
High Commissioner.



No. I. of 1913.

## KING'S REGULATION

TO PROVIDE FOR THE CONTROL OF THE RECRUITING  
AND EMPLOYMENT OF NATIVE LABOURERS BY  
BRITISH SUBJECTS IN THE NEW HEBRIDES.

Made by His Britannic Majesty's High Commissioner for the Western  
Pacific in accordance with the provisions of the New Hebrides  
Order in Council, 1911.

---

In the name of His Majesty, George the Fifth, by the Grace of God  
of the United Kingdom of Great Britain and Ireland and of the  
British Dominions beyond the Seas King, Defender of the Faith,  
Emperor of India.

1. This Regulation may be cited for all purposes as the New Hebrides Labour Regulation, 1913, and shall come into operation on the first day of July, nineteen hundred and thirteen.

Short title and  
commencement.

2.—(1) The New Hebrides Labour Regulation, No. I. of 1912, and the New Hebrides (Labour Amendment) Regulation, No. V. of 1912, are hereby repealed, without prejudice to any thing lawfully done thereunder.

Repeal.

(2) All licenses issued under the New Hebrides Labour Regulation, 1912, shall be deemed, in respect of the remainder of the period for which they were issued, to have been issued under this Regulation and to be subject to all the conditions under which licenses issued under this Regulation are subject.

Saving.

3. In this Regulation, unless the context otherwise requires,—  
“ High Commissioner ” means His Majesty's High Commissioner  
for the New Hebrides ;

Interpretation—  
“ High Commis-  
sioner ”;

“ Resident Commissioner ” ;	“ Resident Commissioner ” means His Majesty’s Resident Commissioner in the New Hebrides ;
“ British subject ” ;	“ the Convention ” means the Anglo-French Convention of 1906 and includes any joint regulations made thereunder ;
“ British vessel ” ;	“ British subject ” includes any person subject to British jurisdiction ;
“ New Hebrides ” ;	“ British vessel ” includes any vessel sailing under the British flag ;
“ native ; ”	“ New Hebrides ” includes the Banks and Torres Islands ;
“ master of a vessel ” ;	“ native ” means a native of the New Hebrides ;
	“ master of a vessel ” includes any person for the time being in charge of a vessel.

## PART I.

## RECRUITING.

- Licenses to persons to recruit. 4.—(1) No British subject shall recruit native labourers in the New Hebrides, either for his own employment or for employment with persons other than himself, unless he is provided with a recruiting license issued by the High Commissioner or by the Resident Commissioner, and unless the vessel, if any, to be employed by him is a British vessel and has been licensed to carry native labourers as hereinafter provided.
- Schedule A.  
Schedule B. (2) Recruiting licenses issued under the provisions of this section shall be in the form of schedules A and B hereto, shall be available for a period of one year only from the date of issue, shall not be transferable, and shall be subject to the conditions indorsed thereon.
- Licenses to employ vessels in recruiting. (3) A fee of £1 shall be paid in respect of each license.
- Schedule C. 5. No British vessel shall be employed in recruiting or transporting native labourers within the New Hebrides until it has been examined and certified as suitable for that service by such officer as may be appointed by the Resident Commissioner for the purpose, and until a license in the form of schedule C hereto has been issued by the Resident Commissioner in respect of the vessel.
- Carriage of labourers in excess of number specified in license. 6. Should any vessel licensed for employment in recruiting or transporting native labourers under this Regulation be found to be carrying labourers in excess of the number allowed by the license issued by the Resident Commissioner as aforesaid, the master and owner of that vessel shall be deemed to have committed an offence against this Regulation.
- Professional recruiters. 7. Any British subject who recruits native labourers for employment with persons other than himself shall be deemed a professional recruiter within the meaning of Article XXXI. (2) of the Convention, and for any recruiting license issued to that person a sum of eighty pounds shall be deposited as security with the High Commissioner or the Resident Commissioner, and the deposit, or any portion thereof, shall be liable to forfeiture for any breach by the professional recruiter of the provisions of this Regulation or of the conditions of the recruiting license issued to him ; otherwise it shall be refunded on the expiration of the term for which the license was issued.
- Powers of Resident Commissioner as to licenses. 8. The Resident Commissioner shall have discretion to issue or to refuse to issue licenses to recruit or to carry native labourers under this Regulation, and he shall also have the power to revoke or suspend any of those licenses.
- Notice of intention to recruit. 9—(1) Every recruiter, before proceeding on a recruiting expedition, shall give written notice of his intention to do so to the Resident Commissioner, stating the place or places where, and the number of natives, he intends to recruit, and also, if he is a professional recruiter, the names of the persons by whom he is

employed (whose authority to recruit he shall produce to the Resident Commissioner) and the number of labourers to be engaged for each.

(2) A professional recruiter shall not recruit any natives in excess of the number stated in his authority to recruit.

**10.** No British subject shall employ a native as a recruiter or in the active work of recruiting native labourers. No native to recruit.

**11.—(1)** No female native, and no male native under the age of sixteen or who is obviously physically unfit for plantation labour, shall be recruited for service as a labourer in the New Hebrides. Persons not to be recruited.

(2) Women and children may be allowed to accompany their husbands and fathers in the case of the latter engaging themselves as labourers, and labourers shall be entitled to bring with them their wives and children, if any, at the expense of their employer. Women and children.

(3) Adult females may be recruited for employment in domestic service for renewable periods of not more than three months, provided they are not removed to places more than ten miles from their homes.

**12.** No British subject shall recruit natives for employment by persons who are not British subjects, or for employment beyond the New Hebrides, and the master of any British vessel transporting natives for that employment shall be deemed to have committed an offence against this Regulation. Limits of recruiting.

**13.** The Resident Commissioner may, for any reason which to him seems good, prohibit either for a specified time or until further notice the recruiting by British subjects of natives for employment as labourers from any island or islands or place or places specified. Prohibition of recruiting.

Provided that no British subject and no master of a British vessel who, but for the provisions of this section, would be legally recruiting shall be liable to punishment for recruiting at an island or place at which recruiting is prohibited if it is shown that he was not, and could not reasonably be, aware of the prohibition. Proviso.

## PART II.

### RECRUITING VESSELS.

**14.—(1)** The master of a British vessel employed in recruiting native labourers shall keep the registers of engagements and repatriation prescribed by Articles XXXII. and LII. of the Convention and any other books that may hereafter be directed, and shall produce those registers for signature by the competent officer as ordered by Article XXXVIII. of the Convention, or on demand to any officer of His Majesty's Navy or any inspector of native labourers, or to any other person duly authorised by the Resident Commissioner to make the demand. Registers under Anglo-French Convention. Schedule C. Schedule E.

(2) Should any irregularity be detected in the operations of the recruiter or in the keeping of the registers of engagements and repatriation aforesaid, an official report shall be immediately drawn up by the inspector of labour or other officer to whom the register has been submitted, which report shall without delay be forwarded to the competent authority, and should the said register not be produced within the period prescribed by Article XXXVIII. of the Convention, a similar report should be furnished.

**15.—(1)** The master or owner of a vessel licensed under this Regulation shall provide for the use of the natives on board such supply of medicines, medical comforts and disinfectants as are, in the opinion of the Resident Commissioner, sufficient for the number of natives to be embarked. Medicines, water, and provisions.

(2) The master or owner shall provide such quantity of water, exclusive of that used for cooking, and of provisions, as is sufficient to allow of the issue of three quarts and three-quarters of a pound

avoirdupois weight of dry rice daily during the voyage to each native, together with such other provisions, tobacco, and clothing in such quantities and of such nature as the Resident Commissioner may from time to time direct.

(3) The master of the vessel shall cause the quantities of water and provisions herein mentioned to be served out daily to each native on board the vessel, and the master of any British vessel conveying native labourers shall not serve out or allow to be served out to the natives on board the vessel any water or rations of a bad quality.

Permit for labourer to leave his employment.

16. It shall not be lawful for the master of any British vessel to receive or harbour on board of that vessel, with the intention of carrying away from the place of his employment, any native labourer under contract of engagement who has not exhibited to the master a pass issued by his employer authorising the native labourer to leave his place of employment, or for any British subject to employ, or to aid or abet the departure of, that native labourer.

National colours.

17. The master of a British vessel licensed under this Regulation shall cause the national colours to be hoisted on the vessel when in sight of a British or French ship-of-war or of a vessel flying the flag or badge of the British or French High Commissioner or Resident Commissioner.

Agent for inspection of natives on recruiting vessel.

18.—(1) The Resident Commissioner may, if he thinks fit, appoint an agent to remain on board any British vessel employed in recruiting in the New Hebrides during the time the vessel is so employed. The agent shall be berthed and boarded in the cabin at the ship's expense and shall receive such remuneration, also at the ship's expense, as the Resident Commissioner may order.

(2) Any agent so appointed shall daily inspect the condition of every native on board of the vessel, and the quality and quantity of water and provisions served out to him, and shall see that every native requiring medical treatment is properly attended, and shall keep a record of the general condition of the natives on board and of the name of every native who may be ill, the nature of his complaint, and the date of his death, if that occurs.

### PART III.

#### ENGAGEMENTS.

Contract of engagement.

Schedule F.

19. No British subject shall recruit or employ any native unless the native has first entered into a contract in the form set forth in schedule F hereto, which shall set forth the name, number, place of origin of the native, the terms of his engagement, and such other particulars as may be deemed necessary, and the contract shall be witnessed by non-native persons and shall, within thirty days of the engagement, be forwarded to the Resident Commissioner for his approval. The engagement, if the contract is approved, shall date from the day whereon the labourer lands on the island where he is to be employed and in no case shall be for a longer period than three years. The time spent on board ship by the labourer prior to arrival at the place of his employment shall count for wages.

1st proviso.

Provided that no such contract as aforesaid shall be required in the cases covered by Article LV. of the Convention.

2nd proviso.

Provided also that no British subject shall employ any male native under the age of sixteen years, or any female not being an adult, or any adult female native except for domestic service and under the conditions laid down in Article LV. (1) of the Convention.

Disallowance of contract by Resident Commissioner.

20.—(1) Pending approval by the Resident Commissioner every contract of engagement aforesaid shall be deemed to be merely provisional.

(2) The Resident Commissioner may disallow any provisional contract of engagement for any reason which to him seems good, and on disallowance the contract shall, subject to the provisions of the fourth, fifth, and sixth subsections of this section, cease to have any effect.

(3) The Resident Commissioner shall disallow every provisional contract of engagement—

- (a) when it appears to him on inquiry that the native labourer concerned did not freely consent to the engagement, or did not clearly understand and freely accept its terms; or
- (b) when it is certified to him, after medical examination, by such registered medical practitioner or practitioners as he may appoint for the purpose, that the native labourer concerned is not physically fit for the work for which he was engaged.

(4) In every case of the disallowance of a provisional contract of engagement, the Resident Commissioner shall arrange for the return to his home of the native labourer concerned, with his wife and children if they accompanied him, and the expense of the return journey and the cost of lodging and maintaining him and his wife and children (including the cost of any medical care and treatment that may be necessary) until such time as they can be embarked for their home shall be borne by the recruiter.

(5) The recruiter shall pay to the labourer wages, at the rate at which he would have been paid if the provisional contract of engagement had been approved, for the period between the date of engagement and date when he embarks for his home.

(6) The recruiter shall pay the cost of any medical examination held in accordance with the provisions of subsection (3) (b) of this section.

21. Every engagement of a native labourer shall be notified by the employer (if a British subject) to the Resident Commissioner, or to an inspector of native labourers, within three days from the landing of the native labourer at the place of his employment. The notification shall be in the form prescribed in schedule G hereto, and shall be registered, and the contract of engagement as provided in section nineteen hereof shall, if approved by the Resident Commissioner, be signed by him as so approved.

Notification of engagement of labourer.

Schedule G.

22. On receipt of the notification of engagement aforesaid, the Resident Commissioner shall cause an identification ticket in the form of schedule H hereto to be made out in respect of the native mentioned in the notification, and shall cause the identification ticket to be forwarded without delay to the employer, who shall deliver it, or cause it to be delivered, to the native concerned.

Identification ticket.

Schedule H.

23.—(1) No British subject shall enter into a fresh agreement with a native labourer at the termination of his agreement, if he has not previously been sent home, without authority in writing from the Resident Commissioner, or from an inspector of native labourers or other person appointed for the purpose, and that authority shall not be given until the native has been examined in the presence of the employer, two non-native witnesses, and two witnesses selected as far as possible from the same tribe as the labourer, and has of his own free will declared that he wishes to re-engage.

Conditions of re-engagement.

(2) No re-engagement shall exceed the term of one year, subject to renewal on the same conditions, and the contract of re-engagement shall be in the form of schedule I hereto.

Schedule I.

24.—(1) No transfer of a contract of engagement shall be permitted unless freely accepted by the labourer and authorised by the Resident Commissioner, or by the person appointed for the purpose. In the case of a transfer of a contract from a French subject to a British subject, or vice versa, the authority of both the French and British Resident Commissioners shall be required.

Conditions of transfer of contract.

- Schedule J. (2) Applications for transfers of engagement and authority for transfers shall be in the form of schedule J hereto.
- Cancellation of contract by Resident Commissioner. **25.**—(1) The Resident Commissioner may cancel the engagement of any native labourer employed by a British subject in case it shall appear that the native labourer has been ill-treated by his employer, or in case of any neglect of duty or breach of contract on the part of the employer, or in case the lodging or food provided for the native labourer is bad or insufficient, or on any other ground upon which the Resident Commissioner may consider it necessary or expedient to do so.
- Proviso. Provided that the cancellation of engagement shall not act as a bar to any civil or criminal proceedings that might otherwise be taken against the employer on account of his ill-treatment of the native labourer.
- Return home of native by employer on expiration of contract. (2) The cost of the return passage of any native labourer (and of his wife and children if they accompanied him) whose engagement is cancelled by the Resident Commissioner under provisions of this section shall be borne by the employer.
- 26.**—(1) As soon as possible after the expiration of the engagement of any native labourer, the employer shall provide him (and his wife and children if they accompanied him) with a free passage to his home, or to the place at which he was recruited, and, if he wishes to return by the first opportunity offering, he (and his wife and children if they accompanied him) shall continue to be lodged and maintained at the cost of his employer until the date of his embarkation on the vessel in which he is to return.
- (2) If any time-expired native labourer does not wish to return to his home by the first vessel available after his discharge, he shall, at his own expense, provide for his lodging and maintenance (and that of his wife and children if they accompanied him) from the date on which he should have embarked for his home, and his late employer shall not, unless reasonable cause is assigned, be liable for the cost of his return passage (or that of his wife and children if they accompanied him) if the same be not claimed within a period of six months of the date of his having been paid off.
- Default of employer to return native. **27.** If a time-expired native labourer who has been employed by a British subject is not returned to his home within one month after the expiration of his engagement, the Resident Commissioner, or other person duly authorised, shall, if the delay be unjustifiable, provide, at the expense of the employer, for the return of the labourer (and his wife and children if they accompanied him) to his home at the first opportunity.
- Proviso. Provided always that it be clearly understood and explained to the labourer that repatriation is not compulsory.

#### PART IV.

##### TREATMENT OF LABOURERS.

- Definition of "employer." **28.** The expression "the employer" as used in the following sections of this Regulation refers only to employers who are British subjects.
- Labourers' dwellings. **29.**—(1) The employer shall assign to every native labourer in his employment a suitable dwelling, and shall at all times keep that dwelling in sufficient repair.
- (2) No dwelling which, in the opinion of the Resident Commissioner or of any inspector of native labourers, is unfit for habitation shall be assigned to any native labourer, and no greater number of native labourers shall be assigned to any dwelling or separate apartment than at the rate of one adult to every three hundred cubic feet of space.

**30.**—(1) The employer shall furnish daily to every native labourer, <sup>Rations.</sup> and also to his wife, three-quarters of a pound (avoirdupois weight) of dry rice, together with such other vegetable or animal food or other rations and tobacco, and in such quantities and of such quality, as may from time to time be directed by the Resident Commissioner. No employer of native labourers shall serve out, or cause to be served out, any rations or tobacco of bad quality.

(2) Every child of a native labourer living with the labourer shall be supplied daily with one half the quantity of rations supplied to an adult.

**31.**—(1) The employer shall, in each year of the term for which <sup>Clothing, &c.</sup> any native may be engaged, supply him with four undervests or singlets, four pairs of trousers or lavalavas (waistcloths), one coat, one blanket, and two mats, and shall also supply such cooking utensils as may be prescribed by the Resident Commissioner.

(2) Any article supplied to any native labourer under this section which may be in his possession at the time of the termination of his engagement shall become his property.

**32.**—(1) In case of illness, or incapacity from accident, or other <sup>Medical treatment.</sup> cause, acquired in the service of the employer, a native labourer shall receive such medical care and treatment, in hospital or otherwise, as may be available at the cost of the employer, and the employer shall keep and supply such medicines, medical comforts, surgical appliances, and disinfectants as shall, in the opinion of the Resident Commissioner, be sufficient for the number of labourers engaged.

(2) The wages of a native labourer shall continue to be payable <sup>Wages during illness.</sup> for the period of his illness and incapacity for work, if the illness and incapacity has been caused by no default of his own, and in every case his wife and children shall receive accommodation and rations on the same scale as if he were at work.

**33.** Every native labourer recruited who, on landing, is found, <sup>Temporary incapacity for work.</sup> though not physically unfit, yet to be in such a state of health as to incapacitate him temporarily for the work for which he was engaged shall be cared for at the expense of the recruiter, and the time spent in hospital, if any, and the time during which he is unable to work shall be included in the term of engagement.

**34.** Any employer who fails to supply the lodging, rations, <sup>Penalty for employer's failure to supply above. (v. sect. 46).</sup> fuel, water, clothing, medical care, or other things prescribed in this Regulation shall be deemed to have committed an offence against this Regulation.

**35.** A professional recruiter, as provided for in section seven <sup>Liability of professional recruiter.</sup> of this Regulation, shall be responsible for the provisioning, clothing, medical care, and shelter of all native labourers, and their wives and children if accompanying them, recruited by him until such time as the employer or employers for whom those native labourers have been recruited have signed the register of engagements referred to in section fourteen of this Regulation opposite the name of each labourer, and any liability attaching to a professional recruiter under sections twenty and thirty-four of this Regulation shall, on that signature, be transferred to the employer or employers for whom he has recruited the native labourers whose cases fall within those sections.

## PART V.

### WAGES.

**36.**—(1) The employer by whom any adult native labourer is <sup>Rate of wages.</sup> engaged or re-engaged shall pay him wages at the rate of not less than six pounds per annum, according to the nature of the agreement entered into with him when recruited or re-engaged.

- Payment.** (2) Wages shall be paid exclusively in cash and before a person appointed for the purpose by the Resident Commissioner, or, failing him, in the presence of two non-native witnesses, who shall certify the payment by affixing their signatures beside that of the employer.
- Proviso.** Provided that, when it is impossible for an employer to make payment in the above manner, he may be authorised by the Resident Commissioner, or by the person appointed for the purpose, to enter the payment of wages in the register required by section 45 (1) of this Regulation.
- (3) No deductions shall be made from the wages of a native labourer on account of articles purchased from the employer of that labourer.
- (4) On receipt by the Resident Commissioner of report or certificate of the death of any native labourer the employer shall be released from any further payment of wages on his behalf, save and except all wages due and unpaid prior to his death.
- Deposit of wages with Resident Commissioner.** **37.—**(1) Subject to the consent of the labourer being previously obtained, any part of the wages of a native labourer may be deposited by the employer with the Resident Commissioner, or with such other person as the Resident Commissioner may appoint for the purpose, and the part of the labourer's wages so deposited shall be paid subsequently to the labourer, either during the term of his engagement or at the expiration thereof as he may desire.
- (2) The Resident Commissioner may at any time order the retention and deposit of any part of the wages of a native labourer.

## PART VI.

### LABOUR.

- Conditions of work.** **38.—**(1) No employer of any native labourer shall require him—
- to perform any work for which he is physically unfit; or
  - to work before sunrise or after sunset; or
  - to work on Sundays.
- Proviso.** Provided that nothing in this subsection shall be held to prevent an employer of native labourers from calling upon those who may be employed in domestic service or in the care of animals to perform on Sundays such of their ordinary work as may be absolutely necessary.
- Hours of work.** (2) No employer of any native labourer shall require him to work longer than for nine hours a day on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays and no longer than for five hours on Saturdays. On each of those days (excluding Saturdays) the labourer shall be allowed at least one hour for rest and meals in addition to the hour of rest at the time of the mid-day meal to be allowed under the provisions of Article XLV. (2) of the Convention, and the calculation of hours of work shall always exclude the time allowed for rest and meals.
- (3) When and so often as any native labourer has, in any one week, completed, inclusive of the number of hours of work (if any) performed by him on the Sunday, fifty hours' work, or such less number of hours' work a week as he may be required to perform under the terms of his employment, he shall be at liberty to absent himself from work for the remainder of that week, and it shall not be lawful for any employer to require any further work from him, but he may, if he chooses, work for a longer period. If he shall work for a longer period, he shall be entitled to extra pay at the rate of not less than one penny per hour for each extra hour, and the amount so due shall be paid within the week in which the extra work is performed.
- Penalty.** (4) Any employer who, against the will of a native labourer, requires or enforces the performance of any work beyond that provided for in this section shall, on conviction thereof, be punished by a fine of from four shillings to twenty pounds and by imprisonment



from one day to one month, or by either of those penalties and, if extra work has been required to be performed, shall also forfeit to His Majesty for payment to the native labourer the amount which, in the opinion of the Resident Commissioner, may be due in respect thereof.

## PART VII.

### DEATHS.

**39.**—(1) A report in duplicate of every death occurring on board a recruiting vessel shall be drawn up immediately by the master. Report of death on vessel. The report shall be in the form of schedule K hereto and shall describe Schedule K. the circumstances under which the death occurred.

(2) Within twenty-four hours an inventory in duplicate shall also be drawn up of the effects left on board by the deceased, which shall include a statement of the amount of the wages, if any, to which the deceased was entitled at the time of his death. Inventory of goods.

(3) The master of a recruiting vessel on which the death of a native labourer has occurred shall, as soon as possible after the death, transmit to the competent authority a copy of the report thereof, and of the inventory aforesaid together with the objects and articles of value, if any, belonging to the deceased and the premium and wages to which he was entitled.

(4) The second copy of the report and the inventory shall be annexed to the register of engagements.

**40.**—(1) Should any native labourer die during the period of his engagement or when waiting to return to his home, a report in duplicate of the death, describing the circumstances under which it occurred, shall be drawn up immediately by the employer. Report of death during engagement.

(2) Within twenty-four hours of the death an inventory in duplicate of the effects left by the deceased shall also be drawn up by the employer, and a copy of the report and of the inventory, together with the objects of value, premium, and all wages belonging and due to the deceased, shall be transmitted by first opportunity to the Resident Commissioner. Inventory.

Provided that the Resident Commissioner may authorise the Proviso. delivery of the effects and the payment of the wages by the employer to the next of kin of the deceased, or to any other person whom the Resident Commissioner may consider entitled to receive the estate.

## PART VIII.

### INSPECTION.

**41.** The Resident Commissioner, or the commanding officer of any of His Majesty's ships or officer deputed by him, or any inspector of native labourers, or any other person duly authorised by the Resident Commissioner, may at any time without notice inspect any plantation, station house, or other premises of an employer, or any British vessel upon which native labourers are carried, and may examine the log of the vessel, and the stores, provisions, and water supply on board, and the natives carried thereon. Inspecting officers and their powers.

**42.**—(1) Every master of a British vessel employed in recruiting or conveying native labourers shall give free access to the vessel, and every employer of native labourers shall give free access to all places and premises where native labourers are kept, housed, or employed, to the Resident Commissioner, to officers of His Majesty's Navy, to inspectors of native labourers, and to all persons duly authorised by the Resident Commissioner to enter upon vessels, places, or premises for the purpose of inspection or any other purpose connected with the engagement or employment of natives. Access to vessels and natives for inspection.

(2) The master of a recruiting vessel and the employer of native labourers shall produce all or any of the native labourers on demand for production being made by any of the before-mentioned persons, who may inquire into any complaint or any offence alleged to have been committed, either by the master of the vessel or by any member of his crew, or by any employer of native labourers, or by any native labourer whether under contract of engagement or otherwise.

Penalty for refusing access.  
(v. sect. 46).

(3) Any master, and any employer of native labourers, who refuses to allow access, or neglects or refuses to produce any native labourer on demand for production being made, or otherwise obstructs any of the afore-mentioned persons in the execution of any duty under this section shall be deemed to have committed an offence against this Regulation.

Report of irregularities.

43. A report shall be drawn up with regard to any irregularity or breach of regulations discovered by any of the officers mentioned in the last preceding section, and the report shall be forwarded without delay to the competent authority and shall be accepted as *prima facie* evidence of the facts stated therein.

## PART IX.

### REGISTERS.

Register of engagement of natives.

44.—(1) The Resident Commissioner shall cause a register to be kept of all native labourers and the names of all of them to be inserted therein under a separate number, distinguishing therein under different heads the name, number, island, and other particulars of each native, and the date when, the place whence, and the vessel wherein the native labourer has been carried, together with the name of the person by whom the native labourer has been recruited and that of the employer by whom he is engaged on arrival.

Schedule L.

(2) The register of native labourers to be kept under the provisions of this section shall be in the form of schedule L hereto.

Register of native labourers employed.

45.—(1) Every employer shall have and keep posted up to date, on every plantation under his charge on which there are employed any native labourers, a register of those labourers, with a separate entry for each labourer, in the form of schedule M hereto, and shall, on the first day of January and the first day of July in each year, forward to the Resident Commissioner an extract from the register, giving the registered number, name, island, date of engagement, and rate of wages of every native in his employ on the dates aforesaid.

Schedule M.

Penalty for not keeping.

(2) Every employer who neglects or refuses to make out or transmit any extract herein directed, or makes any omission in the registers, shall on conviction forfeit a sum not exceeding twenty pounds.

Penalty for false entries.  
(v. sect. 46).

(3) Any employer who, with intent to defraud or deceive, knowingly makes any false entry in any register or extract from a register or other document relating to the native labourers in his employ shall be deemed to have committed an offence against this Regulation.

## PART X.

### PENALTIES.

Penalties for offences.

46. Any offences committed by British subjects against the provisions of this Regulation (not being offences against the provisions of the Convention, or of any Joint Regulations made thereunder) shall be punishable by a fine of from four shillings to twenty pounds, and by imprisonment of from one day to one month, or by either of those penalties, and shall be justiciable by the British national court in the New Hebrides.

## SCHEDULES.

## SCHEDULE A.

*License to Recruit Native Labourers—Licensee's own Employment).*

No. / .

..... of..... a British subject,  
or a person subject to British jurisdiction in the New Hebrides, (as the case may be) is  
hereby licensed to recruit..... native labourers subject to the conditions  
indorsed hereon.

Given under my hand at Vila in the New Hebrides this.....  
day of.....19 .

.....  
*Resident Commissioner.*

.....  
*Signature of Licensee.*

Date.....

(*Note.—This License should be produced to the Resident Commissioner for indorsement  
before departure on each voyage undertaken during the period in respect of which it is issued,  
or to any other officer empowered to demand its production.*)

The conditions of the within License are—

- (1) that it is not transferable ;
- (2) that it is available for a period of one year only from date of issue ;
- (3) that a fee of £1 be paid on the issue thereof ;
- (4) that it is liable to be revoked or suspended by the Resident Commissioner in the event of the breach by the licensee of any of the within specified conditions or of any of the provisions of the New Hebrides Labour Regulation, No. I. of 1913, or any enactment amending that Regulation, or for any other reason ;
- (5) that the licensee is empowered to recruit native labourers solely for his own employment in the New Hebrides ;
- (6) that no vessel shall be employed by the licensee in recruiting native labourers until that vessel has been examined and certified as suitable by such officer as may be appointed by the Resident Commissioner for the purpose, and until a license to carry native labourers by sea has been issued by the Resident Commissioner in respect of the vessel ;
- (7) that the licensee will, before proceeding on a recruiting expedition, give written notice of his intention to do so to the Resident Commissioner, stating the place or places where, and the number of natives, he intends to recruit ;
- (8) that no native labourers shall be carried on a vessel engaged in recruiting under this license in excess of the number allowed by the license referred to in the last preceding condition ;
- (9) that no native shall be employed as recruiter or in the active work of recruiting native labourers ;
- (10) that no native labourer shall be engaged for a longer period than three years ;
- (11) that all engagements entered into with native labourers shall be in such form as may be directed by the Resident Commissioner ;
- (12) that no female native, and no male native under the age of sixteen years or who is obviously physically unfit for plantation labour, shall be recruited, but that women may be allowed to accompany their husbands if the latter engage themselves as labourers ;
- (13) that the master of the vessel shall keep the registers prescribed by Articles XXXII and LII of the Convention, and shall produce them for signature as ordered by Article XXXVIII of the said Convention, and also on demand to any officer of His Majesty's Navy, or to any inspector of native labourers, police officer, or other person duly authorised by the Resident Commissioner in that behalf ;
- (14) that, in cases of deaths of native labourers occurring on board the vessel, the master thereof shall act in accordance with the provisions of Articles XXXV and LIII of the Convention ;
- (15) that the master of the vessel shall land all returning native labourers at the places where they were recruited, or, if this is impossible, at the nearest place thereto at which the said natives can without danger rejoin their people ;
- (16) that the master of the vessel shall not receive or harbour on board thereof any native labourer under contract of engagement who has absented himself from his employment with the intention of carrying that labourer away from his employment ;
- (17) that the master of a vessel engaged in recruiting or transporting natives shall provide for the use of the natives on board (i) such supply of medicines and medical comforts and disinfectants as shall in the opinion of the Resident Commissioner be sufficient for the number of natives to be embarked ; (ii) such

- quantity of water, exclusive of that used for cooking, as shall be sufficient to allow of the issue of three quarts daily during the voyage to each native ; and (iii) such quantity of provisions as will allow of the daily issue to each native of three quarters of a pound (avoirdupois weight) of dry rice and half a pound to each native child, together with such other rations as the Resident Commissioner may from time to time direct, and also clothing in accordance with such scale as may be directed ; and the master of the vessel shall not serve out, or allow to be served out, any water or rations of bad quality ;
- (18) that the master of the vessel shall cause the national colours to be hoisted on the vessel when in sight of a British or French ship-of-war or of a vessel flying the flag or badge of the British or French High Commissioner or Resident Commissioner ;
  - (19) that the master of a vessel engaged in recruiting shall provide proper board and accommodation for any agent the Resident Commissioner may appoint to remain in the vessel under the provisions of the New Hebrides Labour Regulation, No. I. of 1913, during such time as she shall be employed in recruiting in the New Hebrides ;
  - (20) that the master of a vessel engaged in recruiting shall give free access to all parts of the vessel, or to any native labourers carried thereon, to any officers of His Majesty's Navy, or to any inspector of native labourers, or to any police officer, or other person duly authorised by the Resident Commissioner, who may board the vessel for purposes of inspection or for any other lawful purpose connected with the recruiting of native labourers ;
  - (21) that no native shall be recruited from any islands or places from which the recruiting of native labourers has been by notification prohibited.

SCHEDULE B.

*License to Recruit Native Labourers—(for Professional Recruiter).*

No. / .  
 .....of..... a British subject, or a person subject to British jurisdiction, (as the case may be) having duly deposited the sum of Eighty Pounds (£80) as security, is hereby licensed to recruit native labourers, subject to the conditions indorsed hereon.

Given under my hand at Vila in the New Hebrides this..... day of.....in the year 19 .

.....  
*Resident Commissioner.*

.....  
*Signature of Licensee.*

Date.....

(Note.—This License should be produced to the Resident Commissioner for indorsement before departure on each voyage undertaken during the period in respect of which it is issued, or to any other officer empowered to demand its production.)

The conditions of the within license are—

- (1) that it is not transferable ;
- (2) that it is available for a period of one year only from date of issue ;
- (3) that a fee of £1 be paid on the issue thereof ;
- (4) that it is liable to be revoked or suspended by the Resident Commissioner in the event of the breach by the licensee of any of the within specified conditions or of any of the provisions of the New Hebrides Labour Regulation, No. I. of 1913, or any enactment amending that Regulation, or for any other reason ;
- (5) that the licensee is empowered to recruit native labourers solely for employment in the New Hebrides by British subjects or by persons subject to British jurisdiction ;
- (6) that no vessel shall be employed by the licensee in recruiting native labourers until that vessel has been examined and certified as suitable by such officer as may be appointed by the Resident Commissioner for the purpose and until a license to carry native labourers by sea has been issued by the Resident Commissioner in respect of the vessel ;
- (7) that the licensee will, before proceeding on a recruiting expedition, give written notice of his intention to do so to the Resident Commissioner, stating the place

- or places where, and the number of natives, he intends to recruit, the names of the persons by whom he is employed, whose authority he will produce to the Resident Commissioner, and the number of labourers to be engaged for each employer ;
- (8) that no native labourers shall be carried on a vessel engaged in recruiting under this license in excess of the number allowed by the license referred to in the last preceding condition ;
  - (9) that the licensee will supply all labourers recruited by him (and their wives and children if accompanying them) with food, clothing, medical care and shelter until the employer for whom each of those labourers has been recruited has signed the register of engagements by the Regulation aforesaid prescribed to be kept by an employer ;
  - (10) that no native shall be employed as recruiter or in the active work of recruiting native labourers ;
  - (11) that no native labourer shall be engaged for a longer period than three years ;
  - (12) that all engagements entered into with native labourers shall be in such form as may be directed by the Resident Commissioner ;
  - (13) that no female native, and no male native under the age of sixteen years or who is obviously physically unfit for plantation labour shall be recruited, but that women may be allowed to accompany their husbands if the latter engage themselves as labourers ;
  - (14) that the master of the vessel shall keep the registers prescribed by Articles XXXII and LII of the Convention, and shall produce them for signature as ordered by Article XXXVIII of the said Convention, and also on demand to any officer of His Majesty's Navy, or to any inspector of native labourers, police officer, or other person duly authorised by the Resident Commissioner in that behalf ;
  - (15) that in the cases of deaths of native labourers occurring on board the vessel the master thereof shall act in accordance with the provisions of Articles XXXV and LIII of the Convention ;
  - (16) that the master of the vessel shall land all returning native labourers at the places where they were recruited, or, if this is impossible, at the nearest place thereto at which the said natives can without danger rejoin their people ;
  - (17) that the master of the vessel shall not receive or harbour on board thereof any native labourer under contract of engagement who has absented himself from his employment with the intention of carrying that labourer away from his employment ;
  - (18) that the master of a vessel engaged in recruiting or transporting natives shall provide for the use of the natives on board (i) such supply of medicines and medical comforts and disinfectants as shall in the opinion of the Resident Commissioner be sufficient for the number of natives to be embarked ; (ii) such quantity of water, exclusive of that used for cooking, as shall be sufficient to allow of the issue of three quarts daily during the voyage to each native ; and (iii) such quantity of provisions as will allow of the daily issue to each native of three quarters of a pound (avoirdupois weight) of dry rice and half a pound to each native child, together with such other rations as the Resident Commissioner may from time to time direct, as also clothing in accordance with such scale as may be directed ; and the master of the vessel shall not serve out, or allow to be served out, any water or rations of bad quality ;
  - (19) that the master of the vessel shall cause the national colours to be hoisted on such vessel when in sight of a British or French ship of war or of a vessel flying the flag or badge of the British or French High Commissioner or Resident Commissioner ;
  - (20) that the master of a vessel engaged in recruiting shall provide proper board and accommodation for any agent the Resident Commissioner may appoint to remain in the vessel under the provisions of the New Hebrides Labour Regulation, No. I. of 1913, during such time as she shall be employed in recruiting in the New Hebrides ;
  - (21) that the master of a vessel engaged in recruiting shall give free access to all parts of the vessel, or to any native labourers carried thereon, to any officers of His Majesty's Navy, or to any inspector of native labourers, or to any police officer, or other person duly authorised by the Resident Commissioner, who may board the vessel for purposes of inspection or any other lawful purpose connected with the recruiting of native labourers ;
  - (22) that no native shall be recruited from any islands or places from which the recruiting of native labourers has been by notification prohibited ;
  - (23) that upon failure on the part of the licensee to perform or observe any condition of this license, or any provision of the Regulation aforesaid applicable to him, the sum of eighty pounds deposited by him pursuant to the provisions of the Regulation aforesaid, or any part thereof, shall be liable to forfeiture.

SCHEDULE C.

No. / *License to carry Native Labourers by Sea.*  
 THE.....of.....whereof  
 .....is Master, and which is more particularly described  
 below, having been duly examined and certified as suitable for the purpose, is hereby  
 licensed to carry not more than.....native labourers.

This license is not transferable, and shall be valid only for the period of one year  
 from the date hereof.

*Description of vessel above referred to.*

Nature of vessel (i.e. sailing, steam, or auxiliary) .....  
 Registered tonnage .....  
 Rig (ship, barque, ketch, &c.) .....  
 How painted .....  
 Name (state where painted).....  
 Name of master.....  
 Name of owner .....  
 Name of chief officer .....  
 Number of officers and crew .....  
 Number of natives that may be carried.....

Given under my hand at Vila in the New Hebrides this.....  
 day of.....19 .....

*Resident Commissioner.*

(Note.—This License should be produced to the Resident Commissioner, or to any other  
 officer duly authorised to demand its production, for indorsement before departure on each  
 voyage undertaken during the period in respect of which it is issued.)

SCHEDULE D.

*Register of engagements.*

(To be kept by masters of recruiting vessels and produced to Resident Commissioner after  
 completion of each recruiting voyage).

Name of native employed.	Sex.	Identification marks (if any).	Village, tribe, and island.	Place recruited.	Employer.		Engagement.		Wages.			Signature of Resident Commissioner or other competent authority.	Remarks.							
					Name.	Address and destination of native.	Length in years.	Period.		Amount per annum.	Amount of premium paid.			Amount of advance paid.						
								From	To											
										£	s.	d.	£	s.	d.	£	s.	d.		

SCHEDULE E.

*Register of repatriation of native labourers.*

(To be kept by master of repatriating vessel).

Regd. No.	Names of natives repatriated.	Sex.	Villages and islands.	Wages.		Date of embarkation for repatriation.	Vessel by which repatriated.		Repatriation.		Remarks.
				Annual rate.	Total paid during engagement.		Name.	Address.	Place at which landed.	Date of landing.	

I, the undersigned, employer of the native labourers named above, hereby certify that the conditions of the Anglo-French Convention, 1906, of any Joint Regulations made thereunder and of the New Hebrides Labour Regulation, No. I. of 1913, have been fully complied with in respect of those natives.

Address .....  
 Date.....

To H.B.M.'s Resident Commissioner  
 for the New Hebrides.

I, the undersigned, master of the vessel above referred to, hereby certify that the native labourers named above were duly landed at the places, and on the dates, showing against their names.

Master of.....  
 Date.....

SCHEDULE F.

*Contract of engagement.*

MEMORANDUM OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
 BETWEEN \_\_\_\_\_ of \_\_\_\_\_ in the New Hebrides  
 [or \_\_\_\_\_ of \_\_\_\_\_ in the New Hebrides acting  
 herein on behalf of \_\_\_\_\_ of \_\_\_\_\_ in the New  
 Hebrides] hereinafter called the employer of the one part and

natives of the district of \_\_\_\_\_ in the island of \_\_\_\_\_  
 in the New Hebrides aforesaid, recruited in the vessel \_\_\_\_\_ (whereof  
 \_\_\_\_\_ is the master), hereinafter referred to under the term  
 "each employee," of the other part WITNESSETH—

(1) THAT each employee engages to serve the employer at  
 in the New Hebrides aforesaid as \_\_\_\_\_ for the term of \_\_\_\_\_  
 and during that period to obey the lawful and reasonable commands of the employer,  
 his manager, overseer, or authorised agent.

(2) THAT the employer in consideration of the engagement aforesaid agrees—

- (i) to provide each employee (and his wife and children if they shall accompany him) with free transport from the place of his engagement to the place of employment ;
- (ii) to assign to each employee a suitable dwelling during his term of engagement and keep the same in sufficient repair ;
- (iii) to furnish daily to each employee (and to his wife if she shall accompany him) three quarters of a pound of dry rice together with such other vegetable or animal food or other rations and tobacco, and in such quantities and of such quality, as may from time to time be directed by the Resident Commissioner, and to furnish to every child of each employee one half of the quantity of daily rations supplied to each employee ;
- (iv) to supply each employee in each year of his term of engagement with four undervests or singlets, four pairs of trousers or waist cloths, one coat, one blanket, two mats, and such cooking utensils as may be prescribed by the Resident Commissioner ;
- (v) to provide each employee in case of illness or incapacity for work from accident or other cause while in the service of the employer with such medical care and treatment in hospital or otherwise as may be available at the cost of the employer and during the time of that illness or incapacity to provide his wife and children with accommodation and rations on the same scale as if he were at work ;
- (vi) to pay wages to each employee at the rate of \_\_\_\_\_ per annum during the term of his engagement and to pay those wages during the time he may be ill or incapacitated for work as last aforesaid if his illness or incapacity has not been caused by his own default ;
- (vii) to provide each employee (and his wife and children if they have accompanied him), as soon as possible after the expiration of the term of his engagement, with a free return-passage to his home or to the place where he was recruited, and, if he (and his wife and children if they have accompanied him) shall return by the first opportunity available after the termination of his agreement, with lodging and maintenance at the employer's cost, until the date whereon he shall embark for his return ;

Provided that the employer shall not be liable to provide the free passage aforesaid unless each employee shall claim the same within six months from the date of his being paid off.

(3) IT IS AGREED AND DECLARED that this agreement is subject to the approval or disallowance of the Resident Commissioner and that if the same shall be disallowed by him it shall be void and of no effect and that it may be cancelled by him at any time after it has been approved for any reason that may appear to him to be sufficient.

Signed by the above-named }  
 in the presence of }  
 (Two non-native persons)

Signed by the above-named }  
 in the presence of }  
 (Two non-native persons.)

**SCHEDULE G.**  
*Notification of engagement of native labourers.*  
(To be furnished by employer).

Name.	Sex.	Identification marks (if any).	Village and island.	Date recruited.	Term of engagement (in years).	Wages.						Recruited by		Date of landing from recruiting vessel.	Regd. No.	Remarks.	
						Annual Rate.			Advance.			Recruiter.	Vessel.				
						£	s.	d.	£	s.	d.						

To H.B.M.'s Resident Commissioner for the New Hebrides.

Signature of employer .....  
Address .....  
Date .....

**SCHEDULE H.**  
*Labourers Identification Ticket.*

No. .... Name.....  
Village..... Island.....  
Employer .....  
Address .....  
Term of Engagement .....  
From..... To..... per annum.  
Amount of Wages.....

The above-named native labourer has been registered on.....  
at the British Residency. .... Resident Commissioner.

**SCHEDULE I.**  
*Application for re-engagement of native labourers.*

Regd. No.	Name of native desiring to re-engage.	Sex.	Date of re-engagement. (Not to exceed one year, and renewable only on the same conditions.)		Annual wages agreed upon.	Signature or mark of native desiring to re-engage.	Signature or marks of two native witnesses in whose presence the native freely consents to re-engage.	Signature of two non-native witnesses in whose presence the native freely consents to re-engage.
			From	To				

I, ..... of ..... hereby apply to re-engage the above-named native labourer..... under the conditions stated.

The re-engagement of ..... native labourer..... as enumerated hereon is approved and registered.

Signature..... Resident Commissioner.  
Date..... 191 ..

**SCHEDULE J.**

No. / .  
*Application for transfer of engagement of native labourer.*  
I, ..... of ..... hereby apply for the transfer to my service of registered No..... native labourer now under engagement to..... of..... on wages of ..... the said engagement terminating on the..... 19 . I agree to pay the said native labourer wages at the rate of..... until the termination of the transferred engagement which shall be for a period of..... from the date hereof.

.....  
(Signature of applicant).  
(Address).....  
(Date).....

I certify that the wages of the above-named native labourer have been paid up to ..... and that the total amount paid was..... the deposit in the hands of the Resident Commissioner being..... I agree to the transfer as above set forth.

.....  
(Signature of present employer).  
(Address).....  
(Date).....



I agree to the transfer of my engagement, the terms of which as set forth above have been fully explained to, and understood by, me.

.....  
(Signature (or mark) of native labourer).  
(Date).....

We the undersigned hereby certify that the conditions of the transfer of the above-named native labourer were fully explained to him, and that he affixed his signature (or mark) in testimony of his acceptance in our presence.

.....  
(Signatures of two non-native witnesses)  
(Date).....  
(Place).....

To  
H.B.M.'s Resident Commissioner.  
for the New Hebrides.

No. /  
The transfer of native labourer.....registered No.....  
from.....of.....to  
.....of.....on the  
terms and conditions described in application No.....is approved.

.....  
Resident Commissioner.

Vila, New Hebrides.

.....19 .

SCHEDULE K.

[To be furnished by the employer, or the master of recruiting or repatriating vessel.]  
Report of death of native labourer.

Name of deceased.....  
Registered number .....  
Village and island.....  
Date of engagement.....  
Date and place of death.....  
Cause of death.....

(A certificate as to cause of death from a duly qualified medical practitioner should be obtained in all cases where that is procurable, and should be attached to this report. In cases where the certificate is not procurable, a statement as to the circumstances attending the death should, if possible, be obtained from the local Missionary, or from any other European in a position to furnish the statement. Full details should be given as to circumstances attending the death reported.)

I, the undersigned, employer of (or master of the vessel conveying.....) deceased, hereby certify the foregoing to be true and correct particulars of the circumstances attending the death of the native labourer aforesaid.

.....  
Employer of (or master of vessel conveying) deceased.  
Address (or vessel) .....  
Date .....

(In cases of death on board ship, it should be stated if the death occurred during recruiting or during repatriation.)

INVENTORY of effects of..... Regd. No.....  
Annual wages.....  
Date up to which wages have been paid.....  
Total amount paid.....  
Amount in hands of Resident Commissioner.....  
Balance due to deceased by employer.....  
Other effects .....

I, the undersigned, hereby certify the foregoing to be a true and correct inventory of the effects of the within-named. ....

.....  
Employer of (or master of the vessel conveying) deceased.  
Address (or vessel) .....  
Date .....

To H.B.M.'s Resident Commissioner  
for the New Hebrides.

Register of Engagements of Native Labourers.

**SCHEDULE I.**

Regd. No.		Name of native.	Sex.	Identification marks (if any).	Village and island.	Where recruited.	Date recruited.	Details of engagement.		Annual rate.	Amount of advance.	Wages.	Number of years.	From (date of landing)	To	Vessel (and licence no.)	Master (and licence no.)	Engagement form no.	Deposit of wages with Resident Commissioner.	Regd. No.	Particulars of Payment of Wages.				Date of completed payment.	Initials of inspecting officer.	Date of embarkation.	Repatriation.		Place of landing.	Date of landing.	Repatriation form no.	Remarks.	
								Employer.													Term of engagement.							Recruited by						Particulars of Payment of Wages.
								Name.	Address.															Total amount due for period of engagement.	Total amount paid to native.									
										£ s.d.	£ s.d.											£ s.d.	£ s.d.											
																							£ s.d.	£ s.d.										
																							£ s.d.	£ s.d.										
																							£ s.d.	£ s.d.										

SCHEDULE M.

Register of labourers.

Reg. no. .... Name.....  
 Sex ..... Identification marks .....  
 Name of tribe ..... Place recruited.....  
 Date recruited ..... Name of recruiter .....  
 Name of vessel ..... Duration of engagement .....  
 From..... To .....  
 Wages .....  
 Days of absence on account of illness ..... Days of absence from other causes .....

From	To	From	To	From	To	• Causes.

Date.	Fines, &c.			Cash payments.			Signatures of TWO non-native witnesses.	Signature of employer.	Inspector's initials.
	£	s.	d.	£	s.	d.			

Published and exhibited in the Public Office of the High Commissioner for the Western Pacific this eleventh day of March, one thousand nine hundred and thirteen.

By Command,

C. H. HART-DAVIS,

Secretary to His Britannic Majesty's High Commissioner for the Western Pacific.

Suva, Fiji: Printed by S. BACH,

Printer to the Government of His Britannic Majesty's High Commission for the Western Pacific.

1913.

[Price, 2s.]