

Civil hearing, 5<sup>th</sup> October, 1912.

No. 107. Between the woman Manon of Ambuin, assisted by S<sup>r</sup> Borgerius, official advocate for the natives, Vila, plaintiff; and Mr. Pierre Tristani, Sumner's employee, Vila, defendant.

The 4<sup>th</sup> Jan 1912, 5<sup>th</sup> October, at 9 am, the Tribunal, composed of Mess<sup>rs</sup> the President, Count de Souza Saperanhu, the French judge, Paul Colonna, the British judge, John Alexander, in the presence of the Public Prosecutor, Count Andino; Mr. Puzel, Registrar, recording sitting in Civil jurisdiction, in public hearing, first and last resort, delivered the following judgment:

### The Tribunal.

Having heard the plaintiff in his statements of claim, the defendant in his conclusions, the Public Prosecutor in his requisitions;

Considering that by a writ dated 27 September, 1912, the native Manon, engaged to Mr. Tristani, summoned the latter before this Court to hear himself, condemned to pay him the sum of nine hundred francs (£36) distributed as follows:—

100 francs (£4) representing part of 3 years wages from 1907 to 1910

300 fr (£12) " " " " " " " " 1910 " 1912

400 fr (£16) as damages.

100 fr (£4) as passage money from Vila to Ambuin and return and repatriation.

Considering that in reply, the defendant Tristani claims to have from 1907 to 1912, paid his engaged laborer, sometimes in goods, sometimes in cash, and in consequence owes nothing to the plaintiff;

1<sup>st</sup> With regard to the period of engagement comprised between 1907 and 1910;

Considering that all engagement contracts passed before the 2<sup>nd</sup> December, 1907, date of the proclamation of the Convention in the islands of the New Hebrides, constituting employment contracts, subject to common law and not submitted to administrative formalities that only became obligatory subsequent to this latter date; that, from that time the defendant could pay his engaged laborer according to local usage, and in the event of difficulties arising between the two contracting parties each one is beholden to fix the amount either the sum paid or received or the value of the goods delivered or accepted in order to permit of the Court to determine the accounts of debit and credit between the parties;

Considering that, in the present case, the plaintiff confined herself to claim a balance of one hundred francs (£4) for the three years she states she served the defendant without otherwise informing the Court of the conditions of wages and duration upon which her engagement was based;

That in the manner submitted the claim must be considered as incomplete and as a consequence inacceptable at present of making it the object of an affirmative judgment.

P. G.

to establish the rights of the plaintiff;

It. With regard to the period of engagement comprised between 1910 and 1912. Considering that in regard to this latter period of the engagement of which the defendant avails himself, to explain the retention on his plantation of the plaintiff Mavour, the regulations to follow to assure its validity are prescribed by the Convention then in operation; that, notwithstanding, from the conditions of the defendant himself, they were not observed; that, accordingly, the engagement in question is null and the fact of having kept her in defiance of the said regulations, the person named Mavour, for two years, on his plantation to have constrained her to work and to have her brought back when she escaped constitutes an abuse, at least prejudicial for which the plaintiff has the right to avail in claiming, a just indemnity;

That, in fixing the damages thus caused in a sum of Three hundred francs (fr. 300), the Court considers it is making a reasonable appreciation of the facts submitted to its jurisdiction;

It. As regards the repatriation of the native Mavour, Considering that the measures to be taken in this matter are incumbent upon the Administrative authority, to whom the defendant is amenable;

For these reasons:

Finds it has not to decide, at present, and in the condition in which the claim is presented, as to the settlement of wages relating to the period of engagement from 1907 to 1910;

Condemns, as regards the illegal detention of Mavour by Tristan on his plantation from 1910 to 1912, the defendant to Three hundred francs damages (fr. 300); Leaves it to the proper authority to assure the repatriation of the plaintiff;

Condemns the costs of the action to Tristan.

Done, judged and pronounced, the day, month and year as at head. By the President, the French and British judges, who have signed with the Registrar.

Webster,

Official translation to the President

Visé, 9<sup>e</sup> octobre, 1912

