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C.1. Employment Servants.

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Garyanta P. Byra

Provide for the Control of the Employment of Servants together with copy of chapter 139, Laws of Kenya, amended to show effect of Bill and a Comparative Table. Requests observations prior to submission to Executive Council

In the accompanying note I have stempts to summarize the previous natters of the attempts to amend the employment of Natives Ordinance, the Native Registration Ordinance and the Resident Native

In the three new Bills now submitted there are departures from the existing policy, particularly in the case of the Resident Native Labourers. Ordinance, which could perhaps best be dealt with in discussion, before they are sent to the legal advisers.

I have had to keep these papers in order to read them through and endeavour to get familiar with the conditions holding in kenys, as set out in the previous correspondence, which have little similarity to environ eith which I am familiar. The nills as new produced involve a tomabilisation of kenys a various landur snactments and for that readon are sent together. The set lars are most into the one to deal with resimus pative labour (38225), and the others have been dealt with from time to time in previous correspondence going back over the last eight years. In regard to the Employment of Natives ordinance, which is the one dealt with in this paper, there is not really very much to say, since the amendments have been

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especially the Squatters' Ordinance flow involve some criticism net only here but involve some criticism net only here but interest is, however, they have pointed out, there ought not to be much objection since the facility sharts were the Squatters Ordinance included the representative of the natives, and we know quite well that Canon Burns is by no means average from raising the interests of the natives.

For action I suggest the sending of a despate; to the Governor approving the introduction of the three Bills into Council, making such comments as may be thought fit from the various points which i have mentioned, and saying that the Secretary of State trusts that they will be carefully discussed in Council and amended, if the course of debate proves that amendment is desirable.

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I have just up deposite with an all these promotes to promote to promote to promote to promote to promote the promotes the

Jir J. Maifey.

Mr. Grossmith has put up a useful abstract of the three subjects dealt with

in these papers and as Mr. Flood says he has added separate notes on each one. As regards this Bill I do not think that any further comment is necessary except that, as I have pointed out on the Registration Bill paper I that the

juvenile offender. As the oleuse indicates, there are cases where punishment of the sature of discipline is required rather than southing else, and I would not object to the prevision.

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These papers have come to me in green during the leave period and I am afraid I have not been able to find the time to give all the Bills a very detailed examination. I have however, examined the provisions which are new, and Mr. Copper. District Magistrate Gold Coast, has been through the bills and I attach a Mote by him on the imployment of Servants Bill with which, subject to my marginal comments. I agree. I have added at the end of the Mote a comment on clause 70.

My comments on the other Bills will be found on the relevant papers. And I agree generally with what Sir C. Bottomley says about reducing the penalties.

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Secretary of State.

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tiesus and I submit for approval of the introduction

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the minutes and memorands.

(Intld ... W.C.B.

25.8.36

13/10/36

2. Lokenya Conf(2) (and) 15 Oct 36

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secretary of State.

, sent on in adverdance with Sir J. Alffeet mixtite of August 5th.

This Bill involves no serious political issue and I submit for approval of the introduction and is subject to the comments on detail mentioned in the minutes and memoranda.

(Intld.) W.C.b.

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2 Lokenya konf(2) (land) 12 Oct 3

Mr. Flood 7, /10/35.

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him to take us his employment, but sub desputch, would appear to make it an office to give any wince whathver since such an advance would ob county De tron gonditto, or entering analoymen urther, sub-section 3 wald seem to prevent any person corent for givin savance of say one month's we as at the communicationt of employment and arranging for subsequent recovery by thatel ents, since in the diret month it of be chvious that he werest were ve dre than one month's and in ali. I propose the introduction of W.e Till. As you will real se, in view of i's mest history, it has re red c · · l · nc detailed examination, and the fact that I have so little on hich to corment

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Nok by the Cooper M. Robert Wray. 16 in its me when was The present Bill is bused approved subject the certain arreduct in 1931. There amount have more been incorporated For some relative two section was been onetted One is the president to love 14 (4) providing that complyment shall be form and to multi make collective agreed. It would seem desirable to inset the when a second paid world See the explanation inspare 15 of this it a generally assumed in with parties that the desputed . I thank it can be left out as employment in From mate to make with the Adpin w profess resident at the and of each math north main nume Jugar As the Bill stand a cook could live at his the and of and month which arming to his with him but market and similarly a cross after someth years of social origins solderly & fine man tomoraled facilitizat un qui appoint and arjort to all thereard. whomphus of the tran located (lity 18 4 want the Proviso. 1 1 1 1 11 miles (12 c 5 4 192 But it does sam to be on incomment Place limited the anount of leave which could be siven Chair was, In any can ten Proviso would so on it stors. M. Eastwood described it as groteique but unobjectionable . The reason a siven for other onision but I do not that it is any love.

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Employment of Natures

Examination of the red-inked copy snows that the amendments now proposed are mainly in the direction of consolidation and incorporation of various things which have been already agreed upon. As Mr. Grossmith points out, the Governor's advigiven in 1930 has been accepted in regard to the olauses on which comments were made, but it is somewhat difficult to follow comparisons with the Ordinance submitted in 1928 (15346/28) because the course of procedure now scopted has been to revise and consolidate the whole thing. Clause 31 of the amending Bill in 1928 provided that it was unlawful for the employer to give leave to servants under unwritten contracts, and it was explained that this was put in in order to prevent employers engaging natives when things were sleek and then giving them indefinite leave on the understanding that they would come up for labour when seat for In 1951 the comment upon it was that it was "grotesque but seems unobjectionable". It has now been dropped and there does not seem to be anything in the Ordinance dealing with the question of leave. Kenya has drapped it I do not think that we need comment upon its omission.

The provision to the provision was embedies in Clares 5 of the 1928 Bill, was that in the american effect and screenent all servants should be under a month-to-month contract determinable upon one month's notice or the payment of one month's wages. It was represented that without this provision servants might go away without giving any notice whatever.

on the last story

which practice it was desired to stop. It
is now, however, considered that the Ordinance
as it stands works quite satisfactoril.
that mendment would redisadventageous.

new Sections 50 and 18 which were found in the 1978 fill. The limit of eight hours a day for task work has been introduced instead of nine hours in accordance with the Secretary of State's directions.

Another matter on which there may be some difficulty is the employment of "juveniles". The provisions now is the Bill are Sections 28 and 29. These reproduce those of the 1926 Bill with amendments as directed, and certificates are required from the District Officer and powers of supervision are conferred upon any inspector of labour as well as the District Officer.

Sections 40 and 41 relate to labour forwarding agents which are defined in the definition exempts of the Ordinance. These chauses may have to undergo some modification as a result of the recent Committee on Recruitment but I do not think they will and, in any case, it is too early yet to say what form the recruiting convention, if ratified, will take.

the court may order compensation to the servant

if the complaint was not well founded.

The offence of desertion is slightly altered. It was not defined in the original. Ordinance but a definition has been inserted in th one to make desertion mean absence by a servant without Tawful excuse for a period exceeding seven whol'e consecutive days; This was in the former Bill and the point of it is that it is added as an offence by the servant under Section 52 with the proviso that a servant employed on a thirty days' contract or a special contract may be guilty of desertion. The last provise is simply to make matters clear. The existing Ordinance provides for penalty if the servent shall without lawful cause depart from his employer's service with intent not to return thereto. This is rather unsatisfactory as it would probably be difficult to prove intent, and the present form of desertion which allows absence up to seven days is no doubt better.

The clause providing for penalty on the employer is stiffened. The penalty is increased to £50 from £10 and the clause about withouting wages is now altered to read "if he without reasonable cause fails to pay any wages due to such servant". This is more drastic and offers less chance of emerge to a disnonest employer.

Since they prepared the Bill they have come to the conclusion, as the result of a judgment of the Court, that Section 70 needs to be remodelled as provided in 38221/36. The Court in Kenya decided that payments in kind to servants

were illegal. Section 70 prohibited an employer from advancing to the servant wages whether in money or kind exceeding in the aggregate one menth's wages, and also forbade the glading of an advance of wages on condition of entering into employment. Thes two conditions are now retained, but a clause is added to make it clear that all wages must be paid in dash in full except the provision of a blanket, jersey, and water-pottle under Section 34, and clowing under section 7.

This seems all right and is intended to me the rights of the employee clearer.

in important alteration is found in Section vol. ( Major gives a Medical Office, more to order such food as he may think necessary. The existing clause is the same but with a provise that the cost of such food shall not exceed the normal cost of regions.

The modeficated is obviously to the advanteger that want.

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NOTE.

The proposals to amend the legislation bearing on the relations of employers and native servants date back to July 1928 when Sir E. Grigg submitted three draft Bills to amend:

- (a) the Employment of Natives Urdinance
- (b) the Native Registration Ordinance, and
- (c) the Resident Native Labourers Ordinance.

A Memorandum stating the Objections to the Bills was prepared and sent to the Governor. A copy of this is to be found behind No.5 on 15546/28.

In July 1930 street syrae sent to the Secretary of State a Memorandum dealing seriatim with the several matters in respect of which criticism or objection had been made. On the 25th September 1950 the Governor was informed that the Secretary of State agreed to the Bills with the alterations suggested, but he was unable to accept in its entirety the Bill to amend the Resident Native Labourers Ordinance.

On the 20th April 1931 the Governor/said that he proposed to introduce at the next session of the Legislative Council, the Bills to amend the Employment of Street Ordinance and the Native Registration Ordinance of the Bill to amend the Resident Labourers Ordinance pending further consideration of it by his advisers.

A telegram was sent to the Governor on the 19th
May 1931 stating that the Secretary of State had decided
that the Bill to amend the Native Registration Ordinance
should not be proceeded with as the whole principle of the

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Ordinance would need reconsideration in the light of the Native Policy Memorandum. It was pointed out that the Bill was discriminatory and that there was the strongest dislike for the existing system of legislation on the part of the natives as shown by their evidence before the Select Committee on East Africa and in representations to the Secretary of State

The Secretary of State wished the Covernor to proceed with the Bill to smend the Employment of Natives Ordinance including the amendments proposed by the Severnor, but it was to be made clear when the Bill was introduced that it was an interim measure and that the whole question of penal sanctions for breach of labour contracts was under review. Further amendment was desired so as to ensure not only that wherever a penalty was provided there should be the option of a fine but also that the penalties should be reduced.

The Covernor replied on the 30th July 1937 that he desired to hold up the haployment of Natives ordinance until such time as it would be possible to introduce all three Bills. It was felt that all these measures would be bound to create considerable local controversy and as they were closely inter-related, it would be wise to deal with them as a whole.

As regards the Employment of Natives Bill, it is necessary to state that a circular despatch was sent to the various African Dependencies on the 6th August 1950 in which Lord Passfield expressed his general desire that any "penal sanctions" applicable to labour agreements should be eliminated or reduced to an absolute minimum, and that the relations of employer and employed should be left to be governed by the ordinary law of contract. The replies to

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that circular snowed that whole the elimination of these penal sanctions was generally recognised as an ideal to be kept constantly in view. The U.A.Gs. of most of the Dependencies in Propical Africa were of the opinion that for some time to come it would be inexpedient to discurd them. Lord Passfield fully applectated the 10rcs of the various practical considerations adduced in support of this wiew. Nevertheless he felt that it was desirable to examine the question whether the object which these penal sanctions were designed to serve could not be achieved by some other means, more in accordance with civilized usage. Lord Passfield accordingly arranged for a Committee to examine the question of these penal sanctions and a copy of the Committee's recommendations was gent to the African Colonies in the Secretary of State's circular despatch of the 7th January 1932. The Governor of Kenya replied on the 5th September 1952 that he had received conies of despatches on the question of penal sanctions from the Governments of Myasaland, Northern Hnodesia and Uganda, and while appreciating the ideal at which the Colonial Labour Conference aimed, he entirely agreed with those Governments that the abolition of penal sanctions would be premature and impracticable. Sir Philip Cunliffe-Lister accepted the Governor's views and those of the other East African Governments in regard to the abolition of penal sanctions and stated that he did not wish to press the

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As regards the Native Registration Ordinance, the Governor, in a despatch dated the 5th November 1951 reported that he was not convinced that the objections to native registration were based on any sound reasoning. He stated two main causes of its dislike racial discrimination and

the administration of the system - and argued that he of not believe the system could be revised so as to render it unobjectionable to those who objected to it in its existing form.

No (2)

In a despatch dated the loth May 1962 the Governor was informed that the Secretary of State found himself in general agreement with the arguments adduced in favour of requiring every native to possess some documentary evidence of his legal identity, and in so far as the Native Registration Ordinance served this end it conduced not only to convenience of administration but to the education of the native. It was stated that the charge of racial discrimination which had been brought against the present system could well be met by reference to the fact that the wast majority of Africans in Kenya are debarred by their illiteracy from establishing their identity by such means of documentary proof as are readily available in the case of the European and the Indian communities. was considered however that exemption from registration should be more elastic, and that the Native Exemption Ordinance should be suitably amended with this object in view. (Other amendments were suggested to which I have drawn attention below in connection with the new Bills now submitted). A Bill to amend the Native Exemption Ordinance as subsequently approved by the Secretary of State.

The Governor now submits for the Secretary of State's consideration fresh drafts of the three labour Bills:

Employment of Servants Ordinance. (38221/35-)

The Governor says that in his despatch No. 828 of the 12th November 1928 Mr. Amery made certain comments on the proposed amendments to Clauses 5, 11, 16, 23, 24,



25-28, 29, 31 and 32 of the Bill which was prepared in 1928. The comments were sent to the Governor in a Memorandum and were answered in a Memorandum from the Governor. The Governor's advice was accepted in all dases. The following provides the reference to the amendments questioned:-

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	1928 Bill.	Present Bill.
5 to 9"	Clause 5	Not reproduced.
7. "	Clause 11	Clause 52(5)
, .h.	Clause 16	Clause 75(4)
(Form	Clause 23 of labour agents permit	Deleted from Schedule.
	Clause 24	Clause 18
	Clauses 25-28	Clause 2d(1),(2) and (5
	Clause 29	Clause 40
	Clause 51 (Leave)	Not reproduced.
	Clause 32	Clause 43(1),(2) and (3).

My only comment on this is that in spite of the Secretary of State's acceptance of the following provise to what is now Clause 14(b) it is not reproduced in the present Bill:— "Provided that all servants other than unskilled labourers shall in the absence of any agreement to the contrary be deemed to be under a contract to their respective employers from month to month determinable by either party upon payment of the month's wages". The reason why it is not to be reproduced in the present Ordinance is explained in paragraph 16 of the despatch.

38221/33.

It is not clear however why the provisions as regards leave (Clause 31 of the 1928 Bill) are not reproduced.

## Clause 7(1) and (2). Foreign Contract of Service.

In view of the Secretary of State's decision regarding penal sanctions for breaches of labour contracts mentioned above I do not coment on this Clause. The amendments introduced into this Bill which lave not been the subject of previous correspondence are cealt with in the despatch and do not I think call for comment.

Native Registration Ordinance.

It has been explained above that the principle of native registration has been accepted by the Secretary of State. Apart from the question of enlarging the category of exempt natives, the Governor was asked to amend those sections of the Ordinance, notably Section 6 which compel the native employee to ask for particulars of his employment to be entered on his certificate and place an invariable obligation, under penalty, upon the employer to enter such particulars. It was desired that the Ordinance should be amended so as to make the entry of particulars of employment obligatory upon the employer only at the voluntary request of the employee. Section 4(2) of the new draft Bill does not provide for this.

The Governor was also asked to amend the Ordinance so as to substitute for the present obligation to parmy the "Kipandi" upon his person, a requirement that a registered native shall produce his certificate to an authorised person within a period of 24 to 4d hours after production has been demanded. It is the Governor considered opinion that the amendment proposed would nullify the value of the Ordinance (see paragraph 15 of the despatch).

It was also suggested to the Governor that the "Kipandi" smould be amended by printing the various

headings in Swahili as well as English. The Governor will make provision for this in the rules to be made in the Ordinance.

Other amendments have been introduced into the Bill. They are described in detail in the despatch.

The Resident Native Labourers Ordinance. 2121/3

The working of the Native Labourers Ordinance 1925 has been examined by a strong representative. Committee and their conclusions are well set out in the report accompanying the Governor's despatch.

The chief points of difference between the draft Bill and the Resident Native Labourers Ordinance 1925 are set out on pages 6-8 of the report and rather more fully in the Memorandum accompanying the despatch.

The Governor points out that Clauses 21 and 22 introduce an entirely new principle, that of local option to which reference is made below. "Otherwise the Bill is largely a consolidated re-enactment of the Resident Native Labourers Ordinance 1925, with certain provisions designed to secure more effective means of control of the occupier, the squatter and his cattle than were inherent in that Ordinance, which in fact: experience has shown to be squantisfactory as to be unworkable, with the result that it has been mainly honoured in the breach.

Clause 6(7). Empowers a magistrate for any good and sufficient reason bo order the removal of a native or Somali or a squatter and/or his stock from any farm, forest area, railway land or unalienated Crown land and provides that the magistrate shall assess the costs of such removal and determine by whom such costs shall be paid. A somewhat similar amendment was proposed in 1930

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and the view taken then was that it would be against the liberty of the subject that the Government should have the power to direct the removal of natives from a farm in cases other than those in which the natives have been duly charged before a Grant of Law and Jound guilty of stock theft or produce theft.

Clauses 7, 8, 9. Apply certain projectors off the better Registration Ordinande to occupiers and squatters. This in effect turns squatters into servents. The Bill removes any claim that squatters may have to the status of tenants, and in this conforms to the recommendations of the Kenya Land Commission.

Clauses 21 and 43. Introduce the entirely new principle of local option, i.s. subject to the provisions of Section 2 and 23 of the Ordinance a total authority may, in respect of any farm or group of farms within the area of its jurisdiction -

- (a) Prohibit the engagement of squatters.
- (b) Limit the number of squatters to be engaged.
- (c) Probibit or limit the seeping of stock by squatters.
- (d) Prescribe the days in which a squatter shall work for wages, such number of days in no case to be less than 180.

The introduction of the new principle is mainled to the very definite difference of opinion, both non-official and official, as to the desirability of otherwise of having squatters and as to the method of legislating for their employment.

The plaints in the main desire to have the squatter and his cattle, i.e. his labour and the manure produced by the cattle. The stockholders generally are

opposed to the squatter, they do not need his labour, and fear the illicit movement of cattle. This is described fully in pages 4 and 5 of the Committee's report.

The proposals to amend the legislation bearing on. the relations of employers and native servents date back to July 1928 when Sir B. Grigg submitted three draft Bills to amend . -

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In July 1980 61 me sent to the Secretary of State a Memorandum dealing seriatim with the several matters in respect of which criticism or objection had been made. On the 25th September 1960 the Governor was informed that the Secretary of State agreed to the Bills with the alterations suggested, but he was unable to accept in its entirety the Bill to amend the Resident Mative Labourers Ordinance.

On the 20th April 1931 the Governor said that he proposed to introduce at the next session of the Legislative Council, the Bills to amend the Employment of Matives Ordinance and the Native Registration Ordinance. The Governor did not propose to introduce the sill to amend the Resident Labourers Ordinance conding further consideration offit by his advisors.

A telegram was sent to the Governor on the 19th May 1931 stating that the Secretary of State had decided that the Bill to smend the Mative Resistration Ordiname should not be proceeded with as the whole principle of the Ordinance would need reconsideration in the light of the Mative Policy Memorandum. It was pointed out that the Bill was discriminatory and that there was the strongest dislike for the existing system of legislation on the part of the natives as shown by their evidence before the Select Committee on test arrive and in representations to the Secretary of State

proceed with the Sill to seend the Employment of Matives Ordinance including the amendments proposed by the Sovernor, but it was to be made clear when the Sill was introduced that it was an interio assesse and that the whole question of penel sanctions for breach of labour contracts was under review. Further amendment was desired so as to ensure set only that wherever a penelty was provided there should be the option of a fine but also that the penelties should be reduced.

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The Covarior seplied on the SQLD July 1851 that is desired to bold up the Saployment of Natives Ordinance until such time as it would be possible to introduce all three Sills. It was felt that all these measures would be bound to create considerable local controversy and as they tope closely inter-related, it would be wise to deal with these as a whole:

As regards the Employment of Entires Bill, it is necessary to state that a circular despatch was sent to the various arrican Dependencies on the 6th August 1950 in which Lord Parafield expressed his general desire that an "penal sanctions" applicable to labour agreements should be eliminated or reduced to an absolute minimum, and that the relations of employer and employed should be left to be governed by the ordinary law of contract. The replies to

that circular showed that while the elimination of these penal sanctions was generally recognised as an ideal to be kept constantly in view, the O.A.Gs. of most of the Dependencies in Tropical Africa were of the opinion that for some time to come it would be inexpedient to discard them. Lord Passfield fully appraciated the force of the various practical considerations adduced in support of this Nevertheless be felt that it was desirable to examine the question whether the object which these penal sanctions were designed to serve could not be achieved by some other seams, more in accordance with civilized usage. Lord Pessfield accordingly arranged for a Committee to examine the question of these penal sanctions and a copy of the Committee's recommendations was sent to the african Colonies in the Secretary of Stem's circular despatch of the 7th January 1982. The Governor of Lenys replied on the 5th September 1959 that he had received copies of despatones on the question of penal sanctions from the Covernments of Syssaland, Morthern Amodesia and Ugenda, and while appreciating the ideal at which the Colonial Labour Conference sized, he entirely agreed with those Gowernments that the shelition of penal sanctions would be press ture and impracticable. Sir Philip Conlicre-Lister addented the Governor's views and those of the other East African Governments in regard to the abolition of penal sanctions and stated that he did not wish to press the matter.

NOT 17217/A/21 As regards the Native Registration Ordinance, the Governor, in a despatch dated the 5th November 1951 reported that he was not convinced that the objections to native registration were based on any sound reasoning. He stated two main causes of its dislike - racial discrimination and

the administration of the system - and argued that he did not believe the system could be revised so as to render it unobjectionable to those who objected to it in its existing form.

In a despatch dated the loth May 1932 the Governor was informed that the Secretary of State found himself in general agreement with the arguments adduced in favour of requiring every native to possess some documentary evidence of his legal identity, and in so far as the Mative Registration Ordinance served this end it conduced not only to convenience of administration but to the education of the native. It was stated that the charge of racial discrimination which had been brought against the present system could well be met by reference to the fact that the vast majority of Africans in Kenya are debarred by their illiteracy from establishing their identity by such means of documentary proof as are readily available in the case of the European and the Indian communities. It was considered however that exemption from registration should be more clastic, and that the Native Exemption Ordinance should be suitably amended with this object in (Other emendments were suggested to which I have drawn attention below in connection with the new Bills now submitted). A Bill to smend the Mative Excaption Ordinance was subsequently approved by the Secretary of State.

The Covernor now submits for the Secretary of State's consideration fresh drafts of the three labour falls

Employment of Servants Ordinance.

The Governor says that in his despatch No. det of the 12th November 1928 Mr. Amery made certain comments on the proposed amendments to Clauses 5, 11, 16, 25, 24, Tors/so

25-28, 29, 31 and 32 of the Bill which was prepared in 1928. The comments were sent to the Governor in a Memorandum and were answered in a Memorandum from the Governor. The Governor and advice was accepted in all cases. The following provides the reference to the amendments questioned.

Y.	1996 Bill.	Present Bill.
15.5	Clause 5	Not reproduced.
	Clause 11	Clause 52(5)
	Clause 16	Clause 75(4)
(Form	Clause 25 of labour agents permit).	Deleted from Schedule.
	Clause 24	Clause 1d
	Clauses 25-28	Clause 28(1).(2) and (5)
, a	Clause 29	Clause 40
	Clause 51 (Leave)	Not reproduced.
	Glause 52	Clause 45(1).(2) and (5).

only comment on this is that in spite of the secretary of state's acceptance of the following provise to what is now Clause 14(b) it is not reproduced in the present Bill: Provided that all servants other than unsatiled labourers shall in the absence of any present to the contrary be desmed to be under a contract to their respective employers from month to month a terminable by either party upon payment of one month's wager. The reason why it is not to reproduced in the present Ordinance is explained in paragraph 16 of the despatch.

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It is not clear however why the provisions as regards leave (Clause 31 of the 1928 Bill) are not reproduced.

## Clause 7(1) and (2). Foreign Contract of Service.

In view of the secretary of State's decision regarding penal sanctions for breaches of labour contracts mentioned above I do not downer on The Clause. The amount of the clause with the labour of breaches cuts the labour are shelt with in the despute and do not the labour and belt with

Estive Registration Ordinance. ( )

It has been explained above that the principle of native registration has been accepted by the Secretary of State. Apart from the question of enlarging the category of exampt natives, the Obvernor was assed to amend those sections of the Ordinance, notably Section 6, which compel the native employee to ask for particulars of his employment to be entered on his certificate and place an invariable obligation, under penalty, upon the employer to enter such particulars. It was desired that the Ordinance should be smeaded so as to make the entry of particulars of employment obligatory upon the employer only at the voluntary request of the employee. Section 4(2, of the new draft Bill does not provide for this.

The Governor was also asked to amend the Ordinance so as to substitute for the present obligation to carry the "Kipandi" upon his person, a requirement that a registered native shall produce his certificate to an authorised person within a period of 24 to 48 hours after production has been demanded. It is the Governor's considered opinion that the amendment proposed would nullify the value of the Ordinance (see paragraph 15 of the despatch).

It was also suggested to the Governor that the "Kipandi" should be amended by printing the various

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headings in Swahili as well as English. The Governor will make provision for this in the rules to be made in the Ordinance.

Other amendments have been introduced into the Bill. They are described in detail in the despetch.

The Resident Mative Labourers Ordinance Stand

The working of the Native Labourers Ordinance 1925 has been examined by a strong representative Committee and their conclusions are well set out in the report accompanying the Governor's despatch.

The chief points of difference between the draft Bill and the Resident Native Labourers Ordinance 1925 are set out on pages 6-8 of the report and rather more fully in the Memorandum accompanying the despatch.

The Governor points out that Clauses 21 and 22 introduce an entirely new principle, that of local option to which reference is made below. "Otherwise the Bill is largely a consolidated re-enactment of the Resident Native Labourers Ordinance 1925, with certain provisions designed to secure more effective means of control of the accupier, the squatter and his cattle, than were inherent to that Ordinance, which in fact, experience has shown to be so unsatisficatory as to be unworkable, with the result that it has been mainly hopoured in the breach."

Glause 5(?). Empowers a antistrate for eny good and sufficient reason to order the removal of a native or Somali or a squatter and/or his stock from any farm, forest area, railway land or unalienated Grown land and provides that the magistrate shall assess the costs of such removal and determine by whom such costs shall be paid. A somewhat similar amendment was proposed in 1950

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and the view taken then was that it would be against the liberty of the subject that the Government should have the power to direct the removal of natives from a farm in cases other than those is which the native since it only charged beares a Court of Law and found guilty of stock that or produce theft.

the Eative Englatration Ordinance to observers and squatters. This in effect turns squatters into servants. In Sill removes any claim that squatters may have to the steems of tenants, and in this conforms to the recommendations of the Eenya Land Commission.

Clauses 21 and 22. Introduce the entirely new principle of local option, i.e. subject to the provisions of Section 2 and 32 of the Ordinance a local authority may, in respect of any farm or group of farms within the area of iss jurisdiction -

- (a) Probibit the engagement of squatters.
- (b) Limit the number of squatters to be engaged.
- (a) Prohibit or limit the meeping of stock by squatters.
- (d) Prescribe the days in which a squatter shall work for wages, such number of days in no case to be less than 180.

The introduction of the new principle is maintained to the very definite difference of opinion, both non-official and official, as to the desirability or otherwise of having squatters and as to the method of legislating for their employment.

The planters in the main desire to have the squatter and his cattle, i.e. his labour and the manure produced by the cattle. The stockholders generally are

opposed to the squatter; they do not need his labour, and fear the illicit movement of cattle. This is described fully in pages 4 and 5 of the Committee's report.

De California

No. 134 WIT

XX

for your consideration.

GOVERNMENT HOUSE NAIROEI

KENYA

october 1950.

CONFIDENTIAL.

A have the honour to transmit the accompanying nich to Provide for the Control of the amployment of Servants, together with a copy of Chapter 139, Laws of Lanya, amended so as to show the effect of the hill and a Comparative racks prepared by the Attorney General.

I should be glad to receive your observations on the bill before it is submitted to my executive council with a view to publication for introduction into Legislative Council.

The Resident Native Labourers' bill and the native registration bill forwarded to you under cover of my Confidential air mail despatch No. 136 of 29 cotoper, 1936, and my Confidential air mail despatch No. 135 of 20 October 1935, also deal with the various aspects of the relations between employer and employed. I have therefore considered it desirable to transmit to you all three mills simultaneously with a separate covering despatch in each case.

2. The mill for the control of the amployment of Servents has a long history, and in order that the position may be clear a propose to give a brief resume of the proceedings which have finally resulted in the sail now submitted for your consideration.

1 /3346/28 despatch No. 422a of the 24th July, 1928, transmitting

MALCOIM MACDONALD, F.C., MACCONALD, SECHETARY OF STATE FOR THE COLONIES,

DOWNING STREET,

London, S. W. 1.

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three mills, including a bill to Amend the amployment of Natives Ordinance. In his despatch No. 528 of the 12th November 1928, ar. Amery made certain comments on, and proposed amendments to Clauses 5, 11, 16, 25, 24, 25 to 28, 27, 31 and 32 of the pall.

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A. The pill waters was and in his despatch No. 180 of the 25th deptanter Lee Lord Passivel agreed to the pill with the alteratives agreed in Sir Henry Moore's despetch No. 467 of 7th well 1920. Lord Passiveld commented, however, on Clause 32 of the will which made provision for the expenses incurred by Government in connection with the agreest and trial of servants under that clause to be refunded by the complainant if the Court was satisfied that the facts stated in the complaint were materially untrue in any particular, and suggested that the clause might include

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5. In my despatch in 219 of the 20th April 1931, I agreed to the amendment suggested and in paragraph 11 of that despatch proposed the relicious additional amendments:

provision for payment to the servant by the complainant of a sum to be assessed by the Court as compensation.

"Section 5 of the Principal Ordinance is hereby deleted and the following substituted

'b(i). Every foreign contract of service shell be approved and attested by a Provincial Commissioner or ay a District Officer authorised in writing by a Provincial Commissioner to approve and attest such contracts.

- (2). Every contract of foreign service shall be in the form in the Schedule hereto or to the like effect."
- 6. Lord Passfield, in his telegram No. 165 of the 19th may 1931, accepted the proposed amendment to Section 11 and instructed -
- (1) That the util should be regarded as an interim measure in that the whole question of penal sanctions for breaches of labour contracts was under

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review.

- (2) That the oill be further revised so as to ensure not only that whenever a penalty was provided there should be the option of a fine, but also that the penalty should be reduced
  - (a) for offences under Section 47 to a fine not exceeding half a month's wages or one month's imprisonment in default;
  - (a) for effences under Sections sos. 48 and 53, to a fine not exceeding ab or six months imprisonment in default.
- 7. I replied in my despatch No. 413 of the 20th July 1931, stating that I did not consider it wise to introduce an interim measure and made the proposal, which was agreed to, that the matter should be deferred for a time.
- In his despatch No. 11 of the 7th January 1932, Sir Philip Cunliffe-Lister enclosed a copy of the recommendations of the Committee appointed to examine the question of penal sanctions.
- I replied in my despaton so. 434 of the 20086/4/32 5th september 1932, stating that a had received copies

  Line of despatches on the question of penal canotions from the Governments of Myssaland, Northern Mucdesia, and Ugunda, and while appreciating the ideal at which Colonial Labour Conference aimed, I entirely agreed with these governments that the abolition of penal anotions would be premature and impracticable.
  - I also agreed with the reduction of the penalty for centain offences committed by servants to which Lord Passfield had referred in the second. peragraph of his telegram No. 165 of the 19th may 1901.
  - II. Sir Philip Cunliffe-Lister accepted my views these of the other East African Governments in

regard to the abolition of penal sanctions, and in paragraph 2 of his despatch No. 652 of the 28th 10131/4/3) angust 1933, stated that he did not wish to press Lul the matter.

12. It will be seen that the draft will submitted under cover of Sir Henry moore's despatch No. 457 of the 7th July 1930, was approved by your predecessor subject to the amendments referred to in my despatch 9/6(3) of the 20th April 1931, and Lord Passfield's telegram of the 19th May 1931. In view, however, of the number of amendments involved it has been considered desirable to draft a consolidating measure, and in summitting the following observations on the bill as now enclosed I shall, therefore, confine myself to explaining any additions, omissions, or alterations to the Clauses which have either not been referred to, or have alread been approved by your predecessor.

13. Clause 1. The bill as new drafted provides that the ordinance shall be cited as "the amployment of Servants Ordinance, 1935". this change has been made in view of section 2 of the interpretation (Definition of Mative) Ordinance, 1934, which excludes Arans, certain Abyssinians, somalis, maluchis born in Africa, Malagasies and Comoro islanders from the definition of "native". A considerable number of these races, with the exception of Asyssinians, are employed as servants, and as it is considered desimable that both mey and their employers should receive the mutual protection afforded by the new legislation, these races have been included in the definition of "servant".

14. Clause 2 (a). The definition of "juvenile". "private servant", "recruiter" and "labour forwarding agent" have been amended in consequence of the Ordinance referred to in the last preceding paragraph of the despatch.

(b) The definition of "unskilled labourer" has been omitted. I shall refer to the reasons for this below.

15. Clause 6 of the 1931 pill, which referred to the giving of one month's notice by employer and employee in the case of the mante other than unskilled labourers, has been continued in his despatch No. 457 of 7th July 1930, Sir Henry More asked that this clause should be retained on the grounds that great inconvenience was caused to employers through demestic servants, herdemen or sydes departing from their employment on the last day of their monthly contract without having given their employer any notice whatever or any reason to believe that they intended to terminate their contracts. Gircums tances have, however, changed since this opinion was expressed and I am of the opinion that the existing Ordinance works satisfactorily as it stands in this respect and that an amendment on the lines suggested would be disadvantageous to both the employer and employee. I trust you will agree, therefore, to the /7/84/); - omission of Clause 6 of the 1931 Bill. A consequential amendment is the omission of the definition of "unskilled labourer" to which I have referred above.

16. Clause 50, which is based on Section 2 of Uganda Ordinance No. 9 of 1933, is designed to simplify the procedure in actions brought against employers for non-payment of wages.

17. Clause 70 (1) makes it an offence to give or to promise, before engagement, any wages of consideration in order to induce a native to enter into employment. incessant trouble has been caused in the past by natives accepting advances from labour recruiters and absconding before engagement, and this practice is likely to become acute with the development of mining activities and the resulting competition in recruiting. Conversely,

some employers have in the past made large advances to employees prior to engagement, and have thus obtained a hold over the servant for long periods. At the same time, there are many cases in which a servant cannot accept employment unless he has some money to give to his family or to buy himself olothing, of for some other purpose, and sub-clause (2) of Clause 70 has been inserted in order to permit an advance not exceeding one month's wages to be made to a servant who has actually been engaged.

18. Clause 71 will enable the wife and family of a servant to reside with him at his place of employment, with the consent of the employer, for a period not exceeding two weeks, and, with the additional permission of a magistrate, for a longer period.

19. In view of the provisions of section los of section los of grainance no. of ef 1930. Clause 83 has been substituted for section 63 of Chapter 139.

I have the honour to be

sir,

lour most obedient, numble servant

BRIGADIER-GENERAL

COVERNOR.

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# A BILL TO PROVIDE FOR THE CONTROL OF THE EMPLOYMENT OF SERVANTS

337-56c A.G.-13-7-35

### A Bill to Provide for the Control of the Employment of Servants.

BE IT ENACTED by the Governor of the Colony of Benya, with the advice and consent of the Legislative Council thereof, as follows :--

- 1. This Ordinance may be cited as the Employment of Short title Servants Ordinance, 1935.
- 2. In this Ordinance when not inconsistent with the Interpretation context-

"contract of service" means any contract whether in Contract of writing or oral, whether expressed or implied, to employ or service. to serve as a servant for any period of time and any contract of apprenticeship

"desertion" means absence by a servant without lawful Desertion excuse for a period exceeding seven whole consecutive days from his place of employment

"employer" means any person, or any firm, corporation Employer, or company who or which has entered into a contract of service to employ any servant, and the agent, foremanmanager, or factor of such person, firm, corporation or company, and, where a servant has entered into a contract of service with the Government or with any officer on behalf of the Government, the Government officer under whom such servant is working shall be deemed to be his employer. Provided that no Government officer shall be personally hable under this Ordinance for anything done by him as an officer of the Government in good faith;

foreign contract of service" means a contract of service Foreign made within the Colony and to be performed in all or in part outside the Colony and any contract for service with a foreign state: Provided, however, that a contract for employment of a domestic servant for service in the U.anfla Protectorals as in the Tanganyika Territor, or within the Dominions of the



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"Government medical officer" shall include any medical practitioner, assistant surgeon or sub-assistant surgeon specially appointed for the purpose of this Ordinance ;

"invenile" means an Arab, a Balachi born in Africa, a Comoro Islander, a Malagasy, a Somali or a native who has not reached the apparent age of sixteen years;

forwarding

labour forwarding agent 'means any person who acts as agent for an employer in respect of the engagement. attestation, rationing or travelling facilities of Arabs, Baluchis born in Africa, Comoro Islanders, Malagasies, Somalis or natives who voluntarily offer themselves for engagement under this Ordinance at the office of such labour forwarding agent, but does not include a private recriiter;

Parties

parties" means the employer and employed under any contract of service;

Private

private recruiter means any person who by himself or by a servant in his regular, permanent and exclusive employ engages or enters into contracts with Arabsi Balnehis horn in Africa, Comoro Islanders, Mulagasies, Somalis or indives for his own bona fide personal or business service exhis vely and includes any other of Government who in the ourse of his duties recruits or collect- Arabs, Balachis born in Africa Comoro Islanders, Malagasies Sountis or natives for e purposes of Government work or labour .

'servant' means any Arab, Baluchi born in Africa. omoro Islander, Malagasy, Somali or native employed or engaged by any person and who, in return for his services, is paid any money or is given any consideration whatsoever: Provided that the Governor may, by notice in the Gazette, excinde any person or class of persons, whether by name race or occupation, from this definition and from the meration of this Ordinance;

task means that extent of piece work that can be aned by a serving in six hides working diligently as ack work means any pork

FORMATION AND INTERPRETATION OF CONTRACTS.

3. A contract of service which, or a sufficient memoran Contracts not dam whereof, is not in writing and signed by the parties in writing and unsigned thereto, shall not be in force for a longer period than one month from the making thereof.

4. Notwithstanding anything contained in section 3, of Employer and this Ordinance, it shall be competent for any person and an enter into a this Ordinance, it snau oe compression Islander, a Malagasy, contract for performance a Somali or a native to enter into a contract of service, either orally or in writing, for the servant to work for the employer work within a for thirty days (in succession or otherwise at the election of two days. the employer) and in such cases-

- (a) the employer shall provide work for the servant for such number of days;
- (b) the employer shall provide food for the servant or payment in heu thereof during the continuance of the contract, except for days on which the servant is absent from his place of employment without lawful cause or the mutual consent of parties;
- co it shall not be necessary, if the contract be in writing. to comply with any of the formalities prescribed by this Ordinance for a written contract
- If the contract shall be known as a thirty Jays on tract" and shall not save a reprovided in section is of this Ordinance, extend beyond a period of fort. two days from the making thereof the the expiration of such period the servant shall be entitled to the payment of all wages accused due in respect of the number of days he has worked in the proportion which such number of days bear to thirty;
- of the servant is absent from work through siness, the employer shall, at his own expense, if the servant is residing on the employer's premises, danse such servant to be properly fed during the penul of hi illness for the unexpired period of locry two days

5. Notwithstanding anything contained in paragraph in of section 8 of this Ordinance, it shall be competent for any or section of or this ordinary. Supplement for any person and an Arab, a Balonta bown in Africa, a Comoro Islander, a Maiogasy, a Somet or a section to the contract of service in writing for the both as is work for the employer within a distributed colorable or within a distributed colorable or within a distributed colorable or the colorable of the Covernor by section in the Covernor by pproves for any class of skilled work, two years) for a definite par of days (in succession or otherwise at the election of nolover and in such case

(a) the employer shall provide work for the servant for such definite number of days;

- (b) the employer shall provide food for the cervant or payment in lies thereof during the continuance of the contract, except for days on which the servant is absent from his place of employment without lawful cause or by mutual consent of the parties; the contract shall be known as a "special contract";
- (d) in all such contracts the number of days for which the servant engages to work and for which the employer engages to provide work shall be not less than fivesevenths of the total number of days of the duration of the contract.

8. (1) No written contract of service shall be enforced as against any servant who is unable to read and understand writing unless it bears an attestation under the hand and seal of a magistrate or of a justice of the peace to the effect that such contract was read over and explained to such servant in the presence of such magistrate or justice of the peace and was entered into by him voluntarily and with full understanding of its meaning.

(2) A magistrate or a justice of the peace may, when he deems it necessary before attesting any contract, require the employer to give security for the payment of the wages of the servant about to be engaged. Such security may be given by hand in the form set out in the Schedule hereto, or to the like effect, with one or more sureties to be approved by the megistrate or justice of the peace.

Foreign

(1) Every foreign contract of service shall be in writing. signed by the parties thereto, and shall be approved and attested by a Provincial Commissioner or by a district officer authorized in writing by a Provincial Commissioner to approve and attest such contracts.

- It Every foreign contract of mervice shall be in the form in the Schedule hereto or to the like effect.
- to contract of service or foreign contract of service Cont while the atmaintance is positive and the peace of a be attached.

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- (b) the blace or limits within which such service is be performed;
- (s) the remuneration to be paid;
- (d) a stipulation by the employer to pay the wages of the servant monthly or at shorter periods unless otherwise expressly desired by the servant; and
- (e) in the case of a foreign contract of service a stipulalation by the employer to provide the servant with sufficient means of returning, if such servant desires to do so at the termination of the contract, to the place at which he was engaged.
- 9. (1) The Governor may by Bule prescribe the fees to Powers to fix be paid to Government on the attentation of contracts of attestation service, foreign or otherwise, and may from time to tinge alter contracts. and vary such fees as he may think fit, and such fees shall be paid by the employer on or before the attestation of the contract.

- (2) A receipt for the amount of the fees paid by an employer, signed by the magistrate, justice of the pauce, or Provincial Commissioner, as the case may be and bearing duly cancelled stagips for the amount paid, shall be delivered to the person paying the same. Save as herein provided a contract of service attested as aforesaid shall not be chargeable with any duty.
- 10. (1) When the employer in a foreign contract does not Security in reside or earry on business within the Colony, he shall give foreign security by bond in the form in the Subsciale hereto or to the savere like effect, with one or more screties, approved of by the Provincial Commissioner attesting the contract and resident. within the Colony, conditional for the due performance of the contract in such sums as the Provincial Commissioner may
- (2) A Procuping Commissioner may require any employer a foreign contract of service to give the bond mentioned in e proceding sub section with the like securities.

employed as a servent; or

(b) knowingly aids in the engagement of any person so induced, by forwarding or conveying him or by dvancing money or by any other means whatever, shall, unless there is a foreign contract of service with such person and unless the provisions of this Ordinance relating to foreign contracts of service have been complied with, on conviction be liable to a fine not exceeding one hundred pounds, and in default of payment to imprisonment for any period not exceeding twelve months:

Provided however, that an employer of a domestic servant or sailor engaged under a contract of service shall not render himself liable to the aforesaid penalties by inducing or attempting to induce such domestic servant or sailor to proceed to any place within the Uganda Protectorate or the Tanganyika Territory or within the dominions of the Sultan of Zanzibar beyond the Colony or to any port on Victoria Nyanza.

- 12. (1) Two duplicate copies of every contract of service attested under this Ordinance shall be attested along with the original; one duplicate shall be delivered to the employer and the other to the servant or in the case of a game of servants to the headman of such mang.
- (2) The original of every attested contract shalf be deposited with and preserved by the Provincial Commissioner. of the province within which the same was attested. An attested duplicate shall be evidence of the original.

A written than two rears.

contract not apprenticeship shall not be binding or valid for a longer period than two years from the date thereof. 14. Every contract of service wherein no agreement is

18. A written contract of service other than a contract of

Determination

- expressed respecting its duration, not being a contract to not expressed perform some specific work without reference to time, shall !--
  - (a) If made, and to be performed within the Colony be deemed to be
    - (i) in cases where the wages are not fixed by the contract or where the contract is to may wages

at any period or at any ratio other than monthly ract at will, and determinable by either party at the close of any day without notice;

- (ii) in cases where the contract is to pay wages monthly or at a monthly rate, a contract for one month and determinable by either party at the end of any month without notice.
- b) If a foreign contract of service, be determinable at any time upon notice of intention to terminate the contract being given by either party to the other one month before the date of the intended termination in cases where wages are by the contract or local custom payable monthly or at longer intervals, or one week before the date of the intended termination in cases where wages are by the contract or local custom payable weekly or at longer intervals, being less than monthly, or in all other cases one day before the date of the intended termination.

15. If the period expressed in any contract of service or Contract 15. If the purious unpressed to the duration thereof expires, journey may foreign contract of service for the duration thereof expires, pour proposed. or if a servent seeks to determine any contract wherein no agreement is expressed respecting its duration whilst the servant is engaged in any voyage or journey, the employer may, for the purpose of terminating such voyage or journey, prolong the period of service for a sufficient period to enable the voyage or journey to be terminated: Provided that such extended period shall in no case exceed one month.

16. Neither section 3 nor section 14 of this Ordinance Provision of shall apply to a contract of service entered into by a person in 14 not to apply the service of the Government of the Colony, if and so long as to Government special provision is made by his with regard to the duration or the notice required for the determination of such contracts of

17. (1) It shall be lawful for an employer and a servant Task work. to enter into a contract of service whereby the servant undertakes to perform task work for an agreed remuperation.

(2) Where a task has not been completed the servant shall be entitled to be paid in proportion to the amount of the task which he has performed.

18. A servent may be required to work on any do which he remptoyed for the purposes of a hurry-days contract or a special contract for a period not exceeding eight hours exclusive of the time allowed for meals.

enalty for

19. Whoever decoys away or unlawfully induces any servant to quit the service of his employer, or who attempts to decoy away or attempts unlawfully to induce any servant to quit the service of his employer, or who knowingly harbours any servant who may improperly quit the service of his employer, shall be liable, on conviction, to a fine not exceeding one hundred and fifty pounds and in default of payment to imprisonment for any period not exceeding six months.

### APPRENTICESHIP CONTRACTS.

Apprenticeship guardians.

20. The father, or in case of a fatherless child the guardian, of an Arab or a native child, or of the child of a Malagasy, a Comoro Islander, a Baluchi born in Africa, or a Somali may, if such child is above the age of nine years and under the age of sixteen, with the consent of such child testified by his execution of the deed of apprenticeship, apprentice him to a trade or employment in which art or skill is required. or as a domestic servant, for any term not exceeding five years.

without known relatives or

21. Whenever a child under the age of of sixteen years of an Arab or of a native, a Malagasy, a Comoro Islander, a Baluchi born in Africa, or a Somali is without known relatives. and is without a guardian, a magistrate of the district in which such child resides or is found may authorize the apprenticing of such child to a trade or employment mentioned in the last preceding section, and may appoint some fit person to execute the deed of apprenticeship and to act generally as guardian of such child.

22. An Arab, a native, a Malagasy, a Comoro Islander, a Baluchi born in Africa, or a Somali of the age of sixteen years or upwards, not being under a deed of apprenticeship, and subject to the provisions of section 24 of this Ordinance, may appearable himself for a term not received five years to a trade or employment in about a ret or cent is required or as a domestic servant

28. Every contract of apprenticeship may; with the onsent of the parties thereto, and subject to the next of

12 Every contract of appreciative sign and over a segu-nean thereof shall be by deed, and no see it deet shall be well-uidess attacked broads to all with the apprecial of a physiciana-taxing jurisdiction, in the district where the person to be apprenticed shall be living, and unless such approval. certified in writing under the hand of the magistrate on the deed of apprenticeship or assignment.

(2) Deeds of apprenticeship may be in one of the forms in the Schedule hereto, or to the like effect.

25. Whoever removes or attempts to remove from the Apprentices Colony any apprentice under this Ordinance during his reapprenticeship without the authority in writing (the proof the Colony whereof shall he on him) of the Provincial Commissioner of the province wherein such apprentice resides shall be liable to a fine not exceeding one hundred and fifty pounds and in default of payment to imprisonment for a period not exceeding twelve months.

26. Whoever induces or attempts to induce any appren- Decoying tice to quit the service of his employer shall be liable to a apprenticus fine not exceeding twenty-five pounds and in default of paymentato imprisonment for a period not exceeding three months.

27. If any person with whom any apprentice under this Ordinance has been placed shall retain such apprentice in his service after the stipulated period of service has expired, without any agreement between the parties for the payment of wages, the apprentice shall be entitled to recover from the person so retaining him wages at the ordinary current rate payable for service similar to that performed by such apprentice.

### JOVENILES.

26. (1) No invenile shall seek employment unless he shall Employment have obtained a cartificate from a district officer, which certificate shall be in the form set out in the Schedule hereto, and shall, if such he the case, state that the permission of the father or guardian has been obtained.

(2) A presule who the abtained and as derithest may subject to the provisions of this Ordinance, enter must a

### Provided that

- (a) when there is a parent of guardian at a preand when such parent or guardien is unw grant permission to such jevenile to mer c ment the district officer shall withhold the certificate
- (b) no juvenile who appears to be below the age of ten years shall be allowed to contract for service;
- nothing in this beginn shall apply to any juvenile who is accompanied throughout the duration of such employment by an adult relative.

- 29. A district officer of the district in which any juvenile employed or seeking employment or an inspector of labour ay exercise the following powers :-
  - (I) He may terminate or cancel any contract of service which may have been emfored into by a levente, on the grounds that the comployer is an undesirable cheruster, or that the nature of the employment is dangerous, or immoral, or injurious to the of such inventie, or for any other reasonable.
  - (2) On the application of a parent or quantum, or for any reason, which may appear destrible or proper, he may order any pivents to feature force or restore him to the charge of such parent or guardian; and if such jaxonile be employed, he may cancel the contract of service entered into by him.
  - (3) Any person agreement by the action of by the order of a district office of an accompany rights turner the previous set that section may rights there days after the start of such action or such order at the case may be appeal to the Chief Native Company missioner whose decreases shall be fined.

Nothing in sections 17, 18 and 28 of this Ordinance shall be decreed to affect or apply to apprenticeship

81. During the period of service the employer shall at all Housing times at his own expense cause every servant in his service times at his own expense cause every scream in his service to be properly honsed, and shall observe all reasonable directions which may be given by a Government medical officer or an inspector of labour in respect of stability activagements: Provided that the obligation of an employer as regards bounting shall not by reason of this section extend to any case in which a servant is able to return to his home at the con-clusion of his daily work or to obtain suitable of proper housing at or conveniently near to his place of employment.

During the period of the service of any servant Feeding of employed at such a distance from such servant's ligne as to render it impossible for him to return to his home at the conclusion of his daily work, the employer shall at his own expense cause such servant to be properly fed and to be supplied with sofficient and proper cooking utensils and means of cooking: Provided, however that the obligations of an employer to cause his servant to be fed or to supply cooking utensils and means of cooking as aforesaid, as the case may be, shall not extend to any case when the servant is employed at a place where he can obtain for himself sufficient and proper food, or cooking utensils and means of cooking, and when it has been expressly agreed between the parties, at the time of entering into the contract of service, that the servant shall procure his food or cooking utensils and means of cooking at his own axodnee

33. Where an employer is required by the provisions Water supply of this Ordinance to cause his servant to be housed or fed. he shall arrange for a proper water supply for the use of such servant

84. An employer shall, when necessary and if requested Blankets, etc. by a servent, supply him with a suitable blanket, and in the when neces case of a porter engaged for a journey also with a jersey and a supplied if water bottle. In any such case unless expressly agreed to the requested a servant. contrary the reasonable cost of the article or articles supplied Unless ather shall be paid by the servant and may be deducted from the wise agreed remimeration of the several, and mail the whole or a portion of such cost shall be a project of the several property of several the art of the several project of the employer.

36. An employer shall when necessary provide sufficient accommodation for his parters engaged for a journey.

Every employer aball provide his servants with proper medicines during illness and also (if procurable) medical attendance during serious illness, and any employer failing so to provide shall, in addition to his liability for breach of this section, be liable to pay any expenses incurred by Government in providing such medical attendance.

Employer to servant and to etc., due or belonging to deceased to a

87. (1) If a servant dies during service, the employer shall give immediate notice thereof to the nearest magistrate. together with a medical certificate, if procurable, of the cause

(2) The employer shall pay to the magistrate all wages due and deliver to him all property belonging to the deceased servant, for transmission to the representatives of the deceased to be distributed in accordance with the law.

In certain to be returned to place of engagement at employer

38. Whenever any servant has been taken to the place of employment at the expense of the employer the employer shall, at the termination of the contract of service otherwise than by cancellation thereof by a magistrate on account of any wrongful act or default of the servant, in like manner return the servant to the place of engagement should the servant wish to return.

servant's cur sumption when returning to place of engagement

39. Every employer shall on the termination of the ontract of service provide at his own expense a sufficient supply of food for the servant's consumption on the way back to the place of engagement.

### LABOUR FORWARDING AGENTS.

Private recruiter and labour for-

40. No person shall himself or through agents or messengers, in his own name or otherwise, procure or attempt to procure, seek for engagement, conduct, take charge of, supply or undertake to supply Arabs, Malagasies, Comoro Islanders Baluchis born in Africa, Somalis or natives to be employed in work or labour of any kind: Provided that nothing in this section shall prevent a private recruiter or labour forwarding agent from carrying out the functions ascribed to them in section 2 of this Ordinance.

41. (I) No person shall act as a sabour forwarding agent unless he is no passession of a facence issued by a Provincial Commissioner in such form and in accordance with meh Rules and conditions as the Governor in Council may, from time to time, prescribe.



(2) Every application for a licence to act as a labour forwarding agent shall be made in writing and shall state in full the name and address of the person to whom the heerice is to be issued. The Provincial Commissioner may require any applicant for such licence to execute a bond for such amount as he may deem reasonable for the fulfilment of the provisions of this Ordinance and of any Rules or conditions that may be prescribed.

(3) The licence shall be issued for a limited period; not exceeding in any case twelve months, and shall specify the premises in which the labour forwarding agent is permitted to conduct his business

- (4) A labour forwarding agent shall not employ any person for the purpose of assisting him unless and until he has received the permission in writing of the Provincial Commissioner. The name of any person in respect of whom permission has been accorded shall be endorsed by the Provincial Commissioner on the labour forwarding agent's licence.
- (5) A Provincial Commissioner may at his discretion refuse the issue of a labour forwarding agent's licence and may for reasonable cause cancel any licence which has been issued in so far as it relates to premises within his jurisdiction.

BREACH OF CONTRACT AND DISPUTES BETWEEN AND OFFENCES BY LAPLOYERS AND SERVANTS.

42. Whenever an employer or servant neglects or Complaint 2 refuses to fulfit any contract of service, or whenever any cases of dis goestion, difference or dispute arises as to the right or diabilities of either party, or touching any misconduct, neglect servants or ill-treatment of either party, or any injury to the person or property of either party, under any contract of service, the party feeling aggreeved may make a complaint to any magistrate or justice of the peace, who may thereupon issue a summons to the party complained against : Provided that a magistrate holding a subordinate court of the third class or a justice of the peace shall forthwith forward such complaint to a magistrate having jurisdiction to try the case.

44. (1) Note that the parties of the Peace Ordinant Procedure Code or the Peace Ordinant and majorate or justice of the peace may, on receiving from an amployer 4 complaint in the form set out in the Schedule berety saids a warrant for the arrest of any servant therein alleged to have committed the affence of descrition.

(2) When a warrant has been issued as aforesaid, such servant may be arrested, wherever found, by any police officer and brought before a magistrate who may remand such serving to the magistrate of the district in which the services were to be rendered.

(i) On the termination of the hearing of a complaint as aforesaid, the court, if satisfied that the facts stated in the complaint were materially untrue in any particular, may, in addition to any other order for costs, order the complainant to pay into court a sum equivalent to the whole of the expenses incurred by Government in connection with the arrest and trial of such servant, together with such amount as may be assessed by the court as compensation to such servant for his arrest and trial. If such a sum is not paid forthwith the court may issue a distress warrant against the goods and chattels of the complainant, and goods and chattels taken under the distress warrant shall, nolese the complainant pays the amount due by him together with the costs of the distress warrant, he sold and the amount due under the order of the court together with the costs of the distress shall be paid into the revenue of the Colony, and the balance, if any, shall be guid to the exceptareunt

The purisdic-tion of magistrate.

44. Every magistrate holding a subordinate court of the first or second class and every special magistrate shall have perisdiction, notwithstanding that the person complained against may be a European, an American or an Asiatic, and notwithstanding anything contained in any Ordinance or law respecting the jurisdiction of such magistrate to the contrary in all cases arising in their respective areas of jurisdiction between chaptoyers and their servents, and with reference to their relative rights and duties or to any matter of things offence for which providen is made in this Ordinative.

thenever of complaint as the esaid shall be up istrate including a subordinate court of the third cause to a justice of the peace; and such insgistrate of theire of the peace shall issue process for the purpose of requiring or corelling the attendance of the party complianed against, not process shall be made returnable before a magistrate wilding a supordinate rout of the first or sesond class or a special magistrate having periodiction in the case,

46. If at any time after the laying of the complaint it Arrest of appears to the magistrate or justice of the peace, by information on eath, that the party complained against is about to abscond, he may cause him to be arrested and detained in custody, unless such party finds security to appear and answer the complaint and to abide by the decision of the court thereon.

47. A magistrate having jurisdiction to adjudicate on A magistra any complaint made to him or forwarded to him for adjudication that may, if it should appear to him that the matter of such remedy of complaint or of any cross complaint or defence could more shall be b properly or conveniently be deaft with in a civil action, order, at any time before judgment therein is delivered by him, that the remedy, if any, for the matters complained of shall be by an action brought in accordance with the law relating to procedure in civil cases and not by complaint under this Ordinance

48. (1) Upon any complaint under this Ordinance the Discretionary magistrate may, in addition to any jurisdiction he might have powers exercised if this Ordinance had not been made, exercise all or any of the following powers :--

(a) He may adjust and out off one against the other all such claims on the part either of the employee or of he servant drising out of, or facilental to the relation between them, as the magistrate may find to be subsisting whether such claims are liquidated or aliquidated, and are for warm, damage, or other and he may direct the payment of such sum us finds due by one party to the other party.

(b) He may direct fulfilment of the contract, and, in c where he might award damages for any breach of contract, he may in place either of the whole a damages which would otherwise have been and or some part of the damages, direct the party of mitting such breach to find security to the satisfact of the magistrate for the due performance of much of the contract as remains unperformed, and if the party perfects or refuses to find scentily, be may commit him to prison until he finds it, but the term of appropriment shall not exceed three months.

He may resultil the contract upon such terms as to the appartiumment of wages or other some due three-under, and as to the payment of wages or darrages or other some one, as he thinks fit.

When no amount of compensation or damages can he assessed, or when pecuniary compensation will not in the opinion of the magistrate meet the circurustances of the case, he may, in addition to rescinding the contract and discharging the parties therefrom, fine either party a sum not exceedtwenty pounds with imprisonment in default of payment for any period not exceeding one month.

(e) Where it appears to the magistrate that an employer or servant has been guilty of any offence under this Ordinance he may in heu of or in addition to doing any of the acts or things and logariting any of the orders or directions authorized by paragraphs (a) (b) and (c) of this sub-section, pass any sentence undergreen authorized by this Ordinance upon the person so offending, and may make any ord any act or thing by this Ordinance authorized or which may havefully be done for giving affect to such judgment or order.

(2) A person shall give security under this section by en or oral acknowledgment in or under the direction of best of the sudertaking or condition by which and the which he is bound, and such bond shall be forfeite

chimal cases respecting appeals and references admir and the lavying of nomes ordered to be paid shall apply to apply to all proceedings and all orders for the payment of money under under this his Ordinance.

(4) Anything in this Ordinance to the contrary notwith. When civil standing, it shall be lawful for any magistrate, having procedure to followed jurisdiction in any proceedings under this Ordinance, whenever he considers that by following or by requiring the complainant to follow the procedure laid down by law for criminal cases the ends of justice will or may be defeated, to adopt or order to be adopted for all or any purpose of the proceedings and at any stage thereof or for the levying of mories ordered

to be paid, all or any of the provisions of the law for the mine

being in force relating to procedure in civil cases.

49. Whenever any male person appears hable to Punishment a have any of the orders specified in the last preceding section juveniles made upon him, or to be punished in any other manner provided by this Ordinance, if he appears to the court to be under the age of sixteen years and to require punishment in the way of discipline rather than in any other manner, the court may instead of any other punishment order him to be detained for one day in any suitable place of detention, and to be whipped: Provided that in no case shall such whipping exceed twelve strokes

50. (1) Notwithstanding anything contained in the Crim- Jounder in mal Procedure Code, on a complaint or action against an asset of non-payment employer in respect of wages due to more than one of his of wages servants the magistrate may permit one complaint or one plaint to be made or filed by an inspector of tabour or by one of such servants on behalf of all such servants and their claims to be proved by such inspector of labout or by such servant accordingly; Provided that the compount at plaint shall have some set thereto a schedule setting forth the names of sach services, their addresses and descriptions and the total amounts and periods over which wages are respectively due.

(2) All such claims shell rank equally between from the shell be paid so field violes the amount recutsted from the employer be two than the total amount of the claims with costs, in which case, after payment of the costs, all such elums shall abate in equal scopprisons among themselves and be paid scoordingly. Costs given against the servante shall be paid by such servante or by any of them in such proportions as the court shall direct.

### PENANTIES.

# Offences h

- 51. Any servant may be fined a sum not exceeding one-balf of his monthly wages and in default of payment may be unprisoned for a period not exceeding one month if he is convicted of any of the following acts:—
  - If, after having entered into a contract, he fails or refuses without lawful cause to commence the service at the stipulated time.
  - (2) If, without leave or other lawful cause, he absents himself from his employer's premises or other place proper and appointed for the performance of his work.
  - (3) If, during working hours, he unfits himself for the proper performance of his work by becoming or being intoxicated.
  - (4) If he neglects to perform any work which it was his duty to have performed or if he carelessly or improperly performs any work which from its nature it was his duty under his contract to have performed carefully and properly.
  - (5) If without leave and for his own purposes he makes use of any horse, vehicle, or other property belonging to his employer.
  - (6) If he uses any abusive or insulting language or is guilty of insulting behaviour to his employer, or to any person placed by his employer in authority over him, calculated to provoke a breach of the peace.
  - 7 If he reluses to obey any command of his master, or of any person lawfully placed by his master in authority over him, which command it was his duty to obey.
  - 8) If on entering into or for the purpose of obtaining confract or service be gives a false name or address.

- 52. Any servant may be fined a sum and become his observants and in default of partners way be impresented for a servant period has reconsisted of any of
  - (i) If he wilfully at by wilful breach of duty or through drunkenness does any act tending to the immediate loss, damage or serious risk of any property placed by his employer in his charge or placed by any other person in his charge for delivery to or on account of his employer.
  - (2) If he, by wilful breach of duty or by neglect of duty or through drunkenness, refuses or ornits to do any lawful act proper and requisite to be done by him for preserving in safety any property placed by his employer in his charge, or placed by any other person in his charge for delivery to or on account of his employer.
  - (3) If being employed as a herdsmuti-
    - (a) he fails to report to his employer the death or less of any animal placed in his charge (which animal he alleges to have died or to have been lost) at the earliest opportunity after he has discovered, or at the earliest opportunity after he should in the ordinary course of duty have discovered, such death or loss:
    - (b) he fails, after having received an order from his employer to preserve for the use or inspection of his employer any part or parts of an animal which he alleges to have died, to preserve such part or parts and is unable to prove to the satisfaction of the court he death of the animal which he alleges to have died;
    - (c) be alleges the loss of any animal placed in his charge and it is proved by his employer to the satisfaction of the court that such animal could not, in the circumstances of the case, have become irrevocably lost without the act or default of the servant.
  - (4) If, being employed in any capacity other than that of a herdaman, he alleges the loss of any property placed in his diage by or for his employer, and it is proved by his employer to the satisfaction of the court that the property in greation could not have been lost without the act or default of the servant.

Cardinance by a servant shall have the seffer cancelling the contract of service.

54. No wages shall become payable to a servant for or ervant during during any term of his imprisonment under this Ordinance. imprisonment

When a servant forvicted of absenting departing from service. absence may he added to term of

55. (i) When the offence of which any servane is convicted under this Ordinance is the offence of absenting binuself from or of departing from the service of his employer their the period of his absence may, on the application of the employer and at the discretion of the magistrate, be added to the term of service originally stipulated.

(2) In any such case it shall be the duty of the magistrate convicting such servant to ascertain at the trul the period of absence, and to certify the same by some writing under his hand to be delivered to the employer and the period menuoned in such writing shall by all courts and in all places be deemed to be added to the original term of service

r roperty

56. As often as any property of the employer shall be host or damaged by means of any act or omission of his servant. it shall be lawful for the shing strate if he thinks fit to fix the amount of commensation to a set loss or damage and to make such order as to the payagent the real, either at once or instalments out of wars stable ver carned or otherwise, as half seein to him, to be reasonable-and just. Frouded that pe paralment ordered to be paid out of wages shall exceed one ball of the servant's monthly wage, if the instalments are

ordered to be paid anouthly, or one half of the servant's

weekly wage if the Instalments or ordered to be paid weekly

Prints on of an advance

57. Any servant who receives from his employer any wages in advance and who without good reason quits the ing service wages in advance and who without good reason quits the before working service of such employer before such advance is fully received. or worked off shall be guilty of an offence and shall be liable on conviction to a fine not exceeding five pounds and in default. of payment to imprisonment for a period not exceeding three

58. No servant shall be convicted ander any of the fores. The limit going sections of this Ordinance unless the employer shall house his complaint without undue delive fter he becomes cognizant of the offence or alleged offence.

59. An employer of any service shuff be liable to a line Progress exceding fifty pounds and in default of anyment to imprevenuent for a paried not exceeding of mouths it he value of one of the following acts of thristons

(1) If he, without reasonable cause, fails to pay any wages Non-payment due to such servant

(2) If, before or after the expiration of the contract of Detaining service, upon demand made and without lawful servant's cause, he refuses to deliver or permit to be taken away any property beloning to such servant lawfully remaining or being upon such employer's land without reasonable and probable cause for behaving that the property in question was lawfully detained

id If he faits upon demand to supply or deliver to such Failing & servant the food, blanket or other articles stipulated etc., stipulated for in any written continue of service, or if he for in any supplies or delivers food, blanket or other articles not conformable to the said contract

(#) If he fail to comply with one of the provisions of requirements of sections 31 7 - 39 of this Ordinance.

pliance with with regard to

### i la Niele vi

60. Every serson complained against or charged with an iteradant's Monce under this Ordinance shall be a competent but but compellable witness

61. No person against vient a one one is much under high-adam; a this Ordinance, where me not suspeduately before the lacerus, at to be compelled shell complaint in actual custody shall be impedant in outer dock exempt in the dock of place usually a signed for prisoners under trust in certain events the court or shall be ofberwise treated as under areest during the heuring of such completes Provided that if, in the opinion of the magistrate before whom the complaint is heard, it is necessary, in order to secure the attendance of an employer or servant, that he should be placed in custody, it shall be lawful for such magistrate to cause such person to be arrested

Minney .

62. When a magistrate unposes any fine or enforce payment of any sum secured by a recognizance or bond, he may direct that such fine or sum when recovered, or any part thereof he thinks his shall be applied to compensate any employer or servant for any wrong or damage enstained by bim by reason of the act, or thing in respect of which the fine was supposed of by reason of the non-performance of the contract of service.

63. Whenever it appears to a manatrate having pers-

decion to adjudicate upon a complaint made by a agreant that ageb servant has not the means and is otherwise modifie to obtain tood for himself pending the determination of his complaint, he may cause such servant to be supplied with necessary food at the expense of Government, but in such rase the cost thereof shall be a debt me to Government from such servant and may be deducted by the magistrate from any monies received by him for or on behalf of such servant. or shall otherwise be paid by the servant.

84. In any complaint under this Ordinance the process of the court of the imagistrate for compelling the attendance of the party accused and oil all necessary witnesses hall be inertined at the public charge and without any tees of court Provided that, if at the trial the complaint shall appear to the magistrate to be frivolous or vexations, the party complaining shall be liable to a fine not exceeding ten pounds. and to defray the costs of the process and of the witnesses in the case, and in default of payment of such fine and costs, Justi be hable to be imprisoned for any period not exceeding me mouth. Sech first and costs may be imposed upon the we asion of such treat and without any fresh action or process. ing for the incovers thereof.

65. Nothing at this Ordinance shall prevent any imploves of servant from being proceeded against seconding to law for any offence punishable under any has its force in

66, (i) Nothing in this Ordinance shall prevent and manayer or servant from enforcing their respective rights and sourcede- 14 any breach or non-performance of any lawful contract of service made outside the Colony, but the respective rights of such parties under such contract as well against each other as against share parties invading such rights

may be enforced in the same manner as other ponts thereons may be enforced and agor this Colling a principal emerted it Practiced that, whenever any such consists the men-executed in supporting with the imbance it shall be enforced in the same manner as a contract entered that under this Customarce is flex as written qualitate the center and execution of white are sort, conforming was this Customarce shall be entorced as against a servant who is unable to read and abdesstand writing. Any such contract shall be deemed to be executed in conformity with this Ordinance & it is signed by the names or murks of the contracting parties and bears, is concerns any illiterate parties, an attestation to the like effect as is prescribed by section  $\theta$  of the Ordiumice

- (2) (a) If the contract was made in the United Kingdon or disculture in His Majesty's dominions or in a British pro tectorate or in a mandated territory the attestation may be by any justice of the peace or other officer authorized by less to take affiduvits or to attest contracts of service.
- (b) if the contract was made in any foreign parts the attestation may be by any judge or magistrate, being authen ticated by the official seal of the court is which by a attached or by any British comister consult reasonable consular
- 67. (1) The Governor may appoint such persons as he may Power to think fit and is occasion may require as special magistrates appoint special for the Calony or for any district or districts thereof, who shall bold office during the Governor - pleasure and where appointment shall be notified as the Greatter

- (2) A special magnetiate shall have and compared to the knows of which he is appointed such powers right during and jurisduction as are vested in a special magistrate by of this Ordinance or may be exercised in relation of the Ordinance by a magistrate holding a saturdinate court of the first class
- 68. Any magnetrate or justice of the peace may for any purpose under this Ordinance at any time enter upon any land beace may or into any building where any servant is employed a housed
- 60. Any person who gives or offers to give any money Penalty for or other gift to any mative chief or hendman with a view to diet or securing a supply of servante simil on observation, by justile to headman for a fine not exceeding twenty-five pounds.

buildings for

Advance wages.

- Malagasy, a Mondo Islander, a Bainchi bené in Africa, a Sound, or a rativi airy advance of wages or any valuable consideration upon a condition expressed or implied that such Arab. Malagasy, Cometo Islander. Baluchi born in Africa. Scrualicu pative or any dependant of his shall enter upon any employment.
- (2) No employer shall give to a servant during any one inhealth any advances of wages, whether in money or in hand exceeding in the aggregate one month's wages of such servant

Wite and family may reside with such servant 71. The wife and family of a servant may, with the written consent of the employer, reside with such servant at his place of employment:

Provided that the wife and family of such servant shall not so reside for any period in excess of two weeks unless, in addition to the written consent of the employer, such wife and family have received the written permission of a magistrate.

Penalty

72. Any person contravening any of the provisions of this Ordinance or any Rules made thereinder for which no special penalty is provided shall on conviction be hable to a fine not exceeding thirty pounds and or default of pagment, to imprisonment for a period not exceeding three months.

Appointment, of Inspectors of Labour and their Rights.

Powers and Duties

Appointment of inspector-

- 73. (1) the coverior may from time to time appoint such checks and servants as he may deem necessary for the purposes of the execution of this Ordinance, and may appoint a principal inspector of labour with an office in Nairobi; and may either generally or in particular cases, rigulate the cases and manner in which the inspectors of labour or any of them are to execute and perform the powers and duties of inspectors by this Ordinance conferred, and may remove such inspectors, clerks and servants.
- (2) Notice of the appointment of every such inspector of labour shall be published in the Chizette.

24. As inspector of labour uniter from tuding the shall for the purposes of the exercising of this electronic bare poses to do all or any of the following markers or things turbely:

- (1) To enter, inspect and examine at all reasonable times by day and night any labour encampment or any farm or holding or other land whatsoever or any house, building or other erection whatsoever and every part of any of the aforesaid when he has reasonable cause to believe that any servant, other than a domestic servant, is living, residing or is employed thereon or therein; and after such entry as aforesaid or otherwise to make such inquiry and examination as may be necessary to ascertain whether the provisions of this Ordinance are being complied with so far as regards any servant in mg, residing or being employed in any such labour encampment, farm, holding or other land or in any such house, building or other erection as aforesaid, and if he shall deem fit, to take with him, in any of the cases aforesaid, a police officer or officers
- (2) At all reasonable times and without under interference with the work of a servant, to require the production of any servant, contracts of service, labour, wage or other register, certificate of physical fitnessor other document whatsoever relating to servants from any person required by any law in force to be in possession of the same.
- (3) To enter, inspect and examine any hospital buildings and all latrines and other sanitary arrangements and any water supply.
- (4) To inspect and examine all food provided for the use of servants and to take samples thereof and to ascertain if reasonable medicines and dressings are provided for the use of servants. Any sample taken under this provision shall be taken in duplicate in the presence of the employer and shall be sealed in the presence of the employer and shall be sealed in the shall be left, with the employer.
- (5) To order all buildings or premises where servants are housed or employed to be kept in a clean and sanitary condition.

- compared to the control of the contr
- iff To institute on superary of to Institute and appear on behalf of any servant in any civil proceedings by a servant against his master in respect of any matter or thing or cause of action arising out of or in the course of the employment, whether such civil proceedings shall be contemplated or instituted by the servant himself or be any proceedings particle of employment proceedings particle in lieu of emining proceedings particle in the provisions of section 47 of this fordingnets.
- (7) To attest all written contracts of service required by law to be attested or any alteration in the same in all respects as a magistrate or justice of the peace can attest contracts of service under the provisions of this Ordinance.

Government medical office

- 76: A Congrument medical afface may for the purposes of this Ordinaire extense the powers conferred upon an inspector of labour by sub-sections (1) to 15 menusive of section of this Ordinaire, and shall further have power to do all or any of the following matters or things, namely
  - O To order any servant who in his opinion is such and for whose the conditions prevailing at the place of employment are not conducted to the rapid recovery of his ligalith or strength to return to the place of the engagement, or to proceed to a native hospital. It amy such case the employer shall at the earliest orporturally and at his own expense send such servant to such native hospital or to such place of engagement, as the case may be
  - be condemn food provided for Bonairs. Comoro bainders Malagasses, Baluchis born in Africa, Arabs or natives which in his opinion is unfit for human consumption. No food condemned under the provisions of this section shall be given or said to any sounds. Comoro Islander, Malagasy Bahesis, bearing Africa, Viah or pative, Mangasy Bahesis, bearing Africa, Viah or pative, Mangasy Bahesis, bearing Africa, Viah or pative, Mangasy Bahesis, bearing any such condemnations of Tool under this section.

two samples of the food thall the taken in the presense of the receival officer and if the sampleyer and one such champles shall be scaled and some to the Charamanan shaless and the other sample shall be scaled and left with the employer.

- (3) To result up are house, building or other exciton whatsoever us which any servant is freing of ears ployed if in his opinion each house bailding or other erection is unfitted by its construction, situation or condition for the purpose to which it is put. No. such house, building or other erection so condemned shall be used for the aforesaid purpose until a Government medical officer has subsequently certified that the house, building or other erection may be used for such purpose.
- (4) To order the supply of such variety of food for a servant as he may deem necessary.
- (5) To order the employer to supply a servant working under a written contract of service with one or more suitable blankets or with clothing. In any such case the reasonable cost shall be paid by the servant and may be deducted from the remuneration of the servant and until the whole of a portion of such sout shall have been paid or deducted or otherwise paid by the servant she blanket or blankets or clothing supplied shall remain the property of the employer.
- (f) To inspect all drups and medicines previous for the use of servants
- 76. In respect of orders given under sub-section (5) of Appeal section 75 of this Ordinance and in respect of orders given under sub-sections (2) to 0.00 incluses of section 75 of this Ordinance, there shall be a right of appeal within a period of fourteen days to a magistrate holding a subordinance court of the first or second class in to such other person in body of persons as the Governor may, by notice in the Gazette appears.
- 177. Every person who wiftelly delays an inspecting of different bidging as a Guardinant medical officer in the exercise of any corresponding by this Ordinance, on twice neglects of fails to somely with any regulation, or order of an inspecting of labour or of a Guardinant medical officer in postulance of any ideal of the conferred on them respectively by this Ordinance of who neglects or fails to produce any contract of service, register.

certificate of physical fitness or other document whatsoever

78. A Government medical influer shall, free of charge

Nawithstanding anything best meetire contained my juyenile shall in any case be employed or be canced to be employed as a porter, fuel cutter, trolley or rickshaw boy or in any other claim of labour for which in the opinion of a Crov age of extern erument medical officer he is physically unsuitable.

> 80. to lead sample Comoro Islander Malagasy binduchs born on Afpen or mative who has been rejected by a traverament medical officer, after such examination as is here embefore assertanted, as physically unfit for the work for which he has been secrafted or in which he is intended to be employed shall be betweened to his home or place of recruitment at the capease of the party with recruited him of codured him for medical examination

Provided that failing the return to his figure of place of s. or reducent of the expense of the party who regrated him or seoduced fifth the medical examination any magnitrate or labour inspector man return such Arab; Somuli. Conforo Islander, Malagass. Balu in born in Africa or native to his home or . three of regraitment, and any expenses incurred thereby shall he recoverable summarily as a civil debt from the person who permitted film or from the employer for whose service such person sectuited him.

Provisions in Regard to Physical Figuress of Servants.

spraine every rerson being un Arab, Somali, Comoro ander Malagasy. Bahashi born in Africa or a native brought a bun by an employer or by a licensed labour forwarding agent for examination as to such person's physical fitness for the work in which it is intended to employ him, and shall give a certificate as to whether such person is or is not fit for such

examination to e returne expense of recruiter ( other person medical examination Proviso

hay person anglessing and Arab, Sound, Comero Penalues. lander Malagney's Baluchi hora in Africa at native microtaxantical of the practions of actor. Total p half our centralion by a new many of the fit to the like to a liber more exceedible one lament of partners to intrisonment for any period not exceed-

Power of Governor in Council to make Bules.

82. (1) The Governor in Council may make Rules for all or any of the following purposes :=+

- (a) Prescribing, either generally or in particular cases, or for partienter areas, the duties of and the acts to be performed by, an employer in respect of all or any of the following matters
  - (i) the premises in which servant, are housed or employed, including similary arrangements and water supply
  - un the feeding of servants in cases where food is to be supplied by the employer under the contract of service, prescribing the amount, kind and variety of foul to be supplied
  - his the care of the sick and mittred
  - five the care of servants in transit between their homes and the passe of their employmen-
  - to the recruitment a engagement of servanisunder this Ordinar of addine conditions under which they sold work
  - vis for the regulation and outsid of provide recruit ing and of the beamose of labour forward; Henry
  - even the keeping to employers and labour torward ing agents of books and the undering of returnconcerning servante
- tviio prescribing classes at employment or whell favoriles may not be employed
- (b) Regulating the recruitment of labour for service out of the Colony
- (e) Regulating the engagement and embarkation of servants to be employed under a foreign contract of
- I limbs fruit by the Governor in Cornect nation

88. The provisions of this Ordinance shall not apply to any agreement entered into under the provisions of section 100 of the Shipping Ordinance, 1990.

Repeal.

Cap. 130

84. The Employment of Natives Ordinance, and all amendments thereto, are hereby repealed.

### SCHEDULE. FORM OF BOND.

(Under section 6 (2) of the Employment of Servants Ordinance. 1935.)

Be it known unto all men by these presents that we (1) are jointly and severally bound unto (2). and to any one or more of them in the sum of (9)..... to be paid to the said (9..... their and each of their heirs, executors, administrators, and assigns. For which payment well and truly to be made as liquidated damages and not as a penalty, we bind ourselves jointly and severally, and our heirs, executors and administrators, and every one of them firmly by these presents. Sealed with our seals, dated this......day of , 19..... The condition of the above written obligation is such that 1f (6) ......(hereinafter alled the employer" the employer of the said (6) ... .... (hereinafter called "the employed") do pay to each of the employed performing their part of the agreement after mentioned the several sums of

money set opposite to their respective names in the schedule

to an agreement made and entered into between the employer

and the employed at.

on the dev of

periods, to commence us aforesaid, as agreed and promised by the said employer in the said agreement, and to execute, carry out and perform his part of the said agreement in all respects, then this colligation to be wild. otherwise to be in full force and virtue..... Signed, sealed and delivered in the presence of (To be signed and sealed by each of the obligants and attested, if practicable, by the officer attesting the relative

- (7) Official name of officer before whom agreement is signed (8) Weekly or monthly, etc., as the case may be
- (ii) Waskly or monthly, etc., as the case may be

ngreement.)

PORM OF FOREIGN CONTRACT OF SERVICE. (Section 7 of the Employment of Servants Ordinance, 1935.) Memorandum of agreement made this ..... 19..., between thereinafter called "the employer"); of the one part, and the persons whose names appear in the schedule hereto thereinafter called 'the employed") of the other part.

- 1. Each of the employed hereby contracts with the employer to serve him at ..... in the capacity of ......
- 2. The employer hereby contracts with the employed that he will during the period aforesaid make to each of the employed the payments and allowances set opposite his name in the schedule hereto, and will at the expiration of the said period provide each of the employed who desires it with sufficient means of returning to the place at which he was

In witness their hands or ma	whereof the	e said	parties	have	hereunto	set
	the day a	nd year	4		belore	the
above written.		7100 I.D. 1000				111 151

Signature of Employer

<sup>(</sup>I) Insert names and description of employer and one sureties resident within the jurisdiction.

<sup>(2)</sup> Name and description of the cardioped, (3) Insert sum, not less than half the fotal amount (less

The above named parties set their hands or made their marks hereto in my presence, the agreement being assented. to by them, apon the same being read over and explained to them in my presence, and I hereby attest under my hand and seal that the agreement was entered into voluntarily by them with full understanding of its meaning and effect.

### FORM OF BOND

(Dader systion 10 of the Employment of Seroants Ordinance. 1935.)

Be it known unto all men by these presents that we are jointly and severally bound unto (9) and to any one or more of them in the tum of (2) to be paid to the said () ..... their and each of their heirs, executors, administrators and assigns. For which payment well and easily to be small as liquidated damages and not as a penalty, we bind ourselves jointly and severally and our heirs, executors, and administrators, and every one of them firmly by these presents. Sealed with our 

part of the agreement after-mentioned, the several sums of inquey set opposite to their respective names in the schedule to an agreement made and entered into between the employer on the.... and employed at 19 , and attested by () ...... in regular (\*) payments to be computed from the day of their departure at (9) ...... and also to find and furnish the said employed with the subsistence set opposite to their respective names in the said schedule at regular (19)..... periods to commence as aforesard, and do further at the expire tion of the term of (11)...... computed from the day of departure of the said employed, provide the said employed or any of them desiring with sofficient means to return or with a free passage and subsistence during such passage back to (12) the place at which the said agreement was executed, as agreed and promised by the said employer in the said agreement, and to execute, carry out and perform his part of the said agreement in all respects, then this obligation to be void, etherwise to be m full force and virthe

Stirned, sealed and delivered in the presence of

(To be signed and sealed by each of the obligants and attested if practicable by the officer attesting the relative agreement.)

<sup>(1)</sup> Insert names and description of employer and one or more survives resident within the jurisdiction.
(2) Name and description of the supplessed.
(3) Insert sum; not see that half the large expensive services of the survived of the surv

<sup>(5)</sup> Number of maines of entrolessars.

<sup>(8)</sup> Name of matters of employed.

<sup>(7)</sup> Official make of officer before whom agreement is signe

<sup>(8)</sup> Weekly or munthly, etc., as the case may be.

<sup>(</sup>D) Place of departure.
(10) Workly or mouthly, etc., as the case may be.

<sup>(11)</sup> Term of agreemen

# DEED OF APPRENTIQUE HIP

" nder	section	20	of	the	Employment	of Servents	Ordinance
100			- 24		1996	1300 March 201	* 1 THE LOST

This de	ed made the	The Miles	day of	10
between	Colon F	ov do		e age of his
years and a	THUSE THE REE	Of WIXLESON	COMPANY OF THE PROPERTY OF	10.1
1	he (2) t, ond)	of of	the Rid	( )
the one par	t, and	of		of the other
part.	S.A. Stand			or the delic
Wilness	eth as follow			100

hereby binds broself apprentice to the said they his lawful commands and not absent himself by day or 

2. The said ... agrees with the said ...... that during the said term he will provide him with sufficient good food and drink and lodging and suitable clothing, and inedical advice and medicine, and will instruct him or cause him to be instructed in the employment of ....., and will produce him to any magistrate or justice of the peace whenever called upon by such neggistress or justice of the peace so to do, said with at the end of the said term supply the said of he desires it with sufficient means of returning to his home.

In witness whereof (3) this day and vear first above written .... (attentation when party or parties can read and write.)

Stgrad, seeded and delivered by the said ... . . provence of :

### Magastrate.

Or Mairly

"Father" or "guardian".

The ..... day of ..... 19.

# DEED OF APPRENTICESHIP.

(Under section 2) of the Employment of Scrounts Ordinance

This deed made the .day of...... 19. , between ... (a child under the age of sixteen years without known relatives and without a guardian) by of ...... (who has been appointed by and to execute this deed on his behalf) of the one part, and ...of ... of the other part

Witnesseth as follows :-

by the authority of the said magistrate hereby binds bunself apprentice to the said for ... ... years from the date hereof, and agrees during that term faithfully to serve the said androber his lawful commands, and not to absent himself by day or night bash the expries of the said

2. The said agrees with the suid that during the said term he will provide him with sufficient good dood and drink and lodging and suitable clothing, and medical advice and medicine, and will instruct hun or cause him to be instructed in the employment of produce him to any insgistrate or justice of the peace when ever called upon by such nuggistrate or justice of the general so to do, and at the end of the said term will provide the said if he desires it with sufficient means of returning to his home.

In witness whereof (2). year first above written. (Attestation and approval as in the immediately preceding form.)

(I) State by what magistrate appoints (2) As in note (3) to preceding form,

<sup>(</sup>b) The said. have hereunte set their hands and seals, have hereunte saids their wards and set, disay seals, "or "the said. has hereunte said has hand and seal and the said, hereunte said have the said hereunted in the said and set his seal" as the case may be

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(1) Strike out words not required

Pone or Courser
(Under conjunt 45 of the Employment of Screents Ordina
1986.)
I, bereby in
complaint or follows
Reg. No. hereinafter referred to "the accused".
1. That the said accused on the
was a servant employed by me
tuade under the provisions of the Employment of Serva Ordinance, 1935.
2. That the said contract of service was a-
(a) Verbal contract for a calendar month commenci
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
(b) Values 30 days contract commenci
Ages Contribution
(c) Written "apecial" contract for most
commencing year
(d) Written greates at a
GODD Menerman years
That on or about the
the said accused did in contract
the terms of the said contract, without lawful excuse abser
or complement at
committing the offence of desertion
I therefore apply for a second
substantiate on oath when required to do so.
Dated thisday of
The statement of the st
Employer.

(a), (b), (c) and (d) are alternative clauses; these inapplicable

COPY

THE EMPLOYMENT OF MATTURE ORDINANCE (CHAPTER 139 OF THE REVISED EDITION) SHOWLES IN RED INK THE AMENDMENTS PROPOSED TO BE MADE BY THE EMPLOYMENT OF SERVANTS BILL, 1935

cervant" means any Arab. Bahach born in Africa, Contero Islander, Malagusy, Monuit or mative employed of origined by any person and who, in return for his services, is paid any money or is given any consideration of histories. Provided that the Governor may by notice in the Gazette, exclude any person or class of persons, whether by mans, race or occupation, from this definition and from the operation of this Ordinance:

esertion means absence by a servant without lawfur besettion excuse for a period exceeding seven whole consecutive days from his place of employment.

### CHAPTER 139

### THE EMPLOYMENT OF WARRENS

121. March 1910.

- 1. This Ordinance may be effect as "the Employment of Short title." Natives Ordinance."
- 3. In this Ordinates when not impossistent with the Interpretation

hire, wages or other remoneration and Tabourer, herdsman artiflicer, domestic servant, suffer boutman, porter, oresenger or in any employment of a fike resting to any of the foregoing and any shart or active apprentice and any Arab or native to be estilisted in any employment in any enems show or exhibition

Nature measure a matter of thick and though of the top of the same and special and special and special the same second special to the same second second

Qa 55/3

"Contract of service groups in contract whether contract of myrifing so and, whether expressed or implied, to employ or service to serve as a servini for any period of time and any contract of apprendiceship as aforested.

Foverament medical officer—skeal malatie are about recommendationer, resistant surgeon or sub-used transfer and a second appointed for the improve of this technique.

Employs a company who a which has entered in the Fep excorporation company who a which has entered in company
manager or factor of such person firm apportation of
company will where a servant has entered into a continue of
service with the Government of our with my affect on technif of the
Government, the Government officer under whom such servant
as working shall be deemed to be his employer; provided that
no Government officer shall be personally flable under this
Ordinance for anything done by him as an effect of the
Government in good faith.

Foreign contract of service means a contract foreign of service made within the Colony and to be performed in all or in part outside the Colony and any contract for service with a

the par state. Projided however, that a contract for employedous of a depositic sevent for service in the Pganda Probertoral of whith the Dollinions of the Sultan of Zultziber de of a sulfir for service on a vessel on later Victoria. Number of an a vessel calling at the port of the Jordan of the Sultan of Zanzibar alarm shall file be decined to be a foreign contract of service.

Parties nears the capployer and employed under any contract of service.

" Writing " metudes printing.

There were morning many morning morning buyself or through seems or messengers in the own name or otherwise, procure or attempt to procure, seek for engagement, conduct, take charge of supply, or undertake to supply natives to be employed in work or labour of any kind. provided that the words "below agent" shall not apply to any sperson who progress to engages or conducts natives for his own bonn lide domestic, personal service of business exclusively or to any musicager or servant who procures or engages or conducts matives for his complexer's domestic personal service of driffipper exelutions

Bullway servant shall men applicant complayed by a more reguliphent return to comment on total the convince of a

texameter of confirmation of Continuents.

8. (L) A foreign control of service shall be in writing and by the partie was in retirepage and wastract shall be

The vomes of server which, or a sufficient the are smaller wheelest to not an writing and signed by the tactive thereto, shad not be in force for a linger period than an month from the making thereoft.

Cascadard that it should be harful for an jumplayer and a grant in rand of timesom posed of thirty completed days work. whost per complete in the construction of new wise. In this Ordinance to mental to ment thatty days contract," and in the event of und thirty days' contract being in writing, it shall not be macrosus, to comply with any of the formulities prescribed by ting Ordificate to the use of written contracts; Provided

Labour

forwarding

juvenile" niesperan Arab, a Baluchi born in Africa, a comoro Islander, a Malagasy, a Someti or a native who has not reached the apparent age of sixteen years;

labour forwarding agent' means any person who acts as agent for an employer in respect of the engagement, attestation, rationing or travelling facilities of Arabs, Baluokis born in Africa, Comoro Islanders, Malagasies, Somalis or natives who voluntarity offer themselves for engagement noder this Ordinance at the office of such labour forwarding agent. but does not include a private recruiter;

private recruiter" means any person who by himself of by a servant in his regular, permanent and exclusive emplay engages or enters into contracts with Asaba, Balnehis, born in Africa, Comoro Islanders, Malagasies, Sonotis or hatives for his own bonz fide personal or business service exheively, and includes any officer of Government who in the course of his duties recruits or collects Arabs, Baluchis bern in Africa, Comoro Islanders, Mahgasies, Samalis or natives for the purposes of Government work or labout :

task" means that extent of piece work that can be performed by a servant in six hours working diligently as

task work" means any work the pay for which is espmated by the amount performed prespective of the unit occupied in its performance;

retraiter.

War it, jury

enter into contract for performance of thirty days'

h 34. Notwithstanding anything contained in section the compared of this Orbinities, it shall be competent to a lender and a servent to enter hito's contract of service eithe ordily or mergiting, for the servant to work for the employer for tharty days (in succession or otherwise-at the election of the employer and in such cases ---

sat The eniphyer shall provide work for the servant for such remaber of days.

sh. The amployer shall provide find for the necvari the payment in lieu thereof during the continuance of the content except for days on which the servent is absent from his place of campior went without burful cause or contribit consecut of parties.

ge od toagsuon uit : guarennen nd kas liada if thi writing, to comply with air of the tormotities proscribed ha this thatmana for a written contract!

of We contract shall be known as a "thirty days confront was shall and extend beyond a period of terratwo days to se the making thereof. On the co. piration of sock bened, the servant thall be entitled to the previous of all wages account due to respect of the musber of days he has worked in the propor-

of the servant is absent from work through threes, the sampleyer shall, of his own expense, if the servant is residing on the employer's premises, cause such ser sant to be properly fed during the period of his illness for the unexpired period of forty two days

ion which such unmber of days bear to thirty

further that subject to the province of section fifty one this Ordinance, in no event whatsoever shall such a contract extend beyond a period of forty-two consecutive days, and on the expandion of such period the servant shall be entitled to the payment of all wages accrued due in respect of the sumber of days he has worked in the proportion which he is number of Have bear to thirty

If any servant suppleyed units a that's flays' corneract shall Absence of be absent from work through illus so the employer shall, at his are through Orthographic it the sorrout is residing on the suplayer's siles prepare cause such servent to be properly tod during the period of his allers. In the marginest period of form this days

ATO NO WHITE CHAINET OF ABILITY Should be restricted in Whiteh day equation was separated when is nonlike to read and understand writing unless it becars on attestation under the band and seal of a transferate of a justice of the peace to the effect that such continues was reno over and explained to such party in the brest of auth mag street of matter of the neace and was entered me in been voluntarily and with full unlerst-mility of Ha mermay

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deems if mee employer to -1 servant about hond in the for effect, with one

rate or justice

(3) A mas

y s the state of the state of struct of struct of were in the schedule hereto se to the like offered

in the 12 and the total the the prove may former to answer when a wind to the said the said to the said the said to the said to the Governor to said continue where we are the Continued not فيطويطوا ويتجد جديها جالها كالم

A consented of vertice of though, mentioned of sefting contracts of airsit der alie to be a respectation a justice of the peace of a banticated settler Thanks some assess it specifies a accurately as may unless in certain

The metrac and duration of the Service.

the The place or finning within which such service . be performed.

w? The removement to be paid

(d. A stipulation by the employer to pay the wages of the employed monthly of at shorter periods unless other wise expressly desired by the employed, and

If in the case of a foreign contract of service a simulation by the remployer to propied the pervant with sufficient meshe of returning, if he that contract do so, at the termination of the contract, to the place of which he was engaged.

Wi)The Governor may lim the fees to be paid to the Government on the attentation of contracts of service, foreign otherwise, and may from time to time alter and vary such fees we he may think it, and such fees shall be paid by the supposed or or before the attention of the contract

(1) A recent for the amount of the less paid by an employer, signed by the magnerate, justice of the peace, or commissioner, as the case may be, and bearing duly ancelled stamps for the amount paid, shall be delivered to the person paying the same. Save as herein provided a contract of service attested as aforesaid shall not be chargeable with any duty.

and souther, save as a prosition in

this Ordinance, extend beyond a period

pration of such period the servant shall be

to the payment of all wages accrued due

of the number of days he has worked in th

tan which agen pumber of days bear to the

- 10 8. (1) When the employer in a foreign contract does not reside or carry on business within the jurisdiction, he shall give security by bond in the form in the schedule hereto or to the the effect, with one or more sureties to be approved of by the mmissioner attesting the contract and resident within contract in such sums as the source counses and readest within the justification, conditional for the due performance of the contract in such sums as the source commissioner may consider
- A hor commissioner may require any comployer in a foreign contract of service to give the bond mentioned in the preceding subsection with the like scennilies.

Inducing persons proceed abroad under informat # 8 Whoever

- (a) Induces or attempts to induce any pesson to proceed a want in topoly with a view to being employed as a servant; me
- (b) Knowingly and in the engagement of any person so indired, by forwarding or conveying him or by advancing money or by any other means whatever ninless - there is a foreign contract of service with such person and unless the provisions of this Ordinance relating to lorging contracts of service have been complied with small be liable to imprisonment for a term of one year or to a fire of one hundred pounds, or to both and in default of baquet to in prison went for any period not exceeding lischer montes

- 64. Notwithstanding anything contained in clause (a) of section bix of this Ordinance it shall be competent for an employed and a servant to enter into a contract of service in writing for the servent to work for the employer within a warms of the section as seconding one year for where the Curemon has, by holice notice Gazatte, so approved for any class of sattled work, two years, for a definite number of days (in succession or otherwise at the election of the suppose and in such case
- in The employer shall provide work for the servant for such definite number of days;
- (4) The complayer shall provide tood for the servant or payment in hen thereof during the continuance of the continue, except for days on which the servant is obsent from the place of employment without lawful cause or by metant upnsent of parties :
- (c) The contract shell be known as a "spiratel contract ';
- (d) In all such contracts the number of the for which the servant engaged to work and tor , hich the employer engaged to provide work shall be not less than five-sevenths of the total number of days of the dougton of the contract.

Penalty

(d) in the case of a foreign contract of service a simulation by the reminister to movide the hervant with sufficient means of vetering, it has said descripted to so, at the termination of the sintract, to the place of which, he was corneged.

Powers to fi fees for the attestation of contracts. AN)The Governor may be the fees to be pool to the Government on the attention of contracts of service, foreign or otherwise, and may from time to time after and vary such fees as he may think fit, and such fees that he paid by the supply of an grade fee the attention of the contract

(11 A rescript for the amount of the frees paid by af employer, spend by the magistrate, justice of the peace, or a the case may be and hearing duly annelled startips for the amount paid, shall be delivered to the person paying the same. Save us herein provided a contract of service attested as aforesaid shall not be chargeable with any duty.

Security in foreign contra of service. 10 8. (1) When the employer in a fortign contract does not reside or carry on business within the jumpleton, he shall give security by bond in the form in the schedule hereto or to the fike effect, with one or more sursties to be approved of by the solution of the contract and resident within the interact it such same such schedule contract it such same is suns as the same commissioner may consider the same is suns as the same commissioner may consider the same is suns as the same commissioner may consider the same in suns as the same commissioner may consider the same of the contract it such same is suns as the same commissioner may consider the same consider the same contract it is a suns as the same commissioner may consider the same contract in such same contract in the s

transa commissioner may require any employer in a foreign contract of service to give the bond mentioned in the presenting subsection with the like securities.

persons to proceed abroad under informa contract. # 8 Whoever

- (a) Induces or all graphs to limite any peace to proceed the Colon with a view to being employed as a servant; as
- (b) Accordingly aids in the engagement of any person so induced, by forwarding or conveying him of by advancing money or by any other means whatever finitese there is a foreign contract of service with such person and imposs the provisions of this ordinance relating to foreign contracts of service have been complied with small be hable to impresonment for a term of one year or to a fire if one hundred pounds, or to both and in default of prequest to he fore or want for any human tother the terms of the foreign and the service has been considered to the foreign and the service has been considered to the foreign and the service has been considered to the foreign and the service has been considered to the foreign and the service has been considered to the foreign and the service has been considered to the service with such as the service has been considered to the service with such as the service

willed month.

Employer all servant may effect into a special control for a definit number of the wrote in a pernot expecting.

63. Notwithstanding anything contained in clause (a) of section are of this Ordinance it shall be competent for an employer and a service in writing for the service in writing for the service in work for the employer within, a specifical calendar period not according one year for where the Gaverron has by hotice in the Gazette, so, approved for any class of estella work, two years, for a defaute number of days of succession or otherwise at the electron of the superviser, and in succession or otherwise at the electron of the superviser, and in such case.

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- to: The employer shall provide work for the servant for such definite number of days:
- (b) The employer shall provide tood for the servant of payment in her thereof during the continuance of the contract, except for days on which the servant is elsent from ell place of employment without lawful cause or by metal sousent of parties.
- (c) The confract shall be known as a "special contract";
- (d) In all such contracts the number of days for which the servant engaged to work and for which the employer engaged to provide work shall be not less than free-sevenths of the total number of days of the duration of the contract.

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of all wages accrued due

of days he has worked in th

number of days bear to the

period the servant shall he

the making thereof

Provided, however, that an employer of a domestic servant Person or suitor engaged under a contract of service shall not render himself hable to the aforesaid penalties by indusing or attempthimself liable to the stocked parameter by industrial or appending to induce each domestic service organiler to preced to any place within the Ugande Protestorate of which the dominions of the Subarr of Zanziber beyond the Subarr of Janziber of Janzibe Linke Victoria Nyanza,

5.10001 we displicate copies of every contract of service Depters in attested under this Ordinauce shall be attested along with the Co detected that, the ordinates small be attended along with the original; one duplicate shall be delivered to the employer and the other to the African of in the case of a global to the headman of the gang AT he original of every atjected contract shall be deposited with and preserved by the CAC Tolomba stoner of the province within which the same was attested. As attested duplicate shall be evidence of the original.

17.17. A written contract of service other than a contract of A vot apprenticeship shall not be binding or velid for a longer period condthan two years from the date thereof.

14 18: Every contract of service wherein no agreement is Determination expressed respecting its duration not being a contract to of season perform some specific work without reference to time, shall, and we (a) If made and to be performed within the Colony be decided to be -

(b) In cases where the wages are not fixed by the contract or where the contract is to pay wages at any period or at any rate other than monthly, a contribuat will, and determinable by either party at the close of any day without notice;

(ii) In cases where the contract is to pay wages monthly or at a monthly rate, a contract for one month and determinable by either party at the end of any month without notice.

(b) If a foreign contract of service, be determinable say time upon notice of his intention to terminate the contract being given by either party to the other one month; before the date of the intended termination in cases where wages are by the contract or local custom payable monthly or at longer intervals or the week before the date of the intended broughstion in cases where wages are by the contract of local custom payable weekly or at longer injervals, being less than monthly, or in all other cases one day before the date of the intended termination.

I trovided, however, that an employer of a domestic servent events or sailor engaged under a contract of servers shall not render himself habite to the aforesaid passilies by inducing or attempt. ing to induce such done-site servoit possible to preced to any place within the Ugunda Protectoral containing the dominant of the bullant of Zanzabar beyond the Colony or to any port on Lake Victoria Nyanza.

5.10.071 we displicate copies of every contract of service Deplets to be attested under this Ordinauce shall be attested along with the Conpacestry uniter time cramance stand or attended and the control of the character shall be delivered to the employer and the other to the admitted or in the case of a gain to the beadman of the gang All he original of every attended control shall be deposited with and preserved by the Caller Shangland. sioner of the province within which the same was attested. As attested duplicate shall be evidence of the original.

15.17. A written contract of service other than a contract of A waste apprenticeship shall not be binding or valid for a longer period collection than two years from the date thereof.

14 18. Every contract of service wherein no agreement is Determination expressed respecting its duration not being a contract to observe a contract to stop of sources are contract to some specific work without reference to time should not expressed.

(a) If made and to be performed within the Colony he decired to be --

Of In cases where the wages are not fixed by the contract or where the contract is to pay wages at any period or at any rate other than monthly, a contract at will, and determinable by either party at the close of any day without notice;

(ii) In cases where the contract is to pay wages monthly or at a monthly rate; a contract for one month and determinable by either party at the end of any month without notice.

(b) If a foreign contract of service, be determinable and any time upon notice of his intention to terminate the contract being given by either party to the other one month, before the date of the intended termination in cases where wages are by the contract or local custom payable monthly or at longer internals, or the week before the date of the intended beringsation in cases where wages are by the contract of local custom payable weekly or at longer injervals, being less than monthly, or in all other cases one day before the date of the intended termination.

6 18. If the period expressed at any sentrary of service or breign contract of service for the duration thereof shell explore for the duration thereof shell explore the service surpressed respecting its duration while the services is expressed respecting its duration while the services is expressed as any voyage or journey, the employer may core the furpressed communication such voyage or journey, product the period of service for a sufficient period to enable the voyage or journey to be terminated. South that said is like the little of the litt

16 14: Neither section there sub-section car not section make of this Ordinance shall apply to a contract of service cutored to by a street was by a person in the service of the with regard to the stantion or the notice required for the determination of such contracts of service

14 18. Winever decrees away or unlaw sally induces any servant to quit the service of his employer, or who attempts to decay away or attempts unlawfully to induce, say servant to quit the service of his employer, or who knowingly harbours my servant who may improperly quit the service of his completer, shall be imply of conviction to a size into extra might be jounds of the first that the contract of the contract exceeding aix months, or to both such fine and impresonment

apprenticeship Contracts

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20 16. The father, or as easy of a fatherless child, the grandian of an Inch or a matter childrentove the age of mine years and moder the age of sixteen user, with the consent of mels child testified by his or her exemption of the deed of apprendication, apprendice him to a trade or survivorment in which art or skill is required, or as a domestic servant for any term not exceding five years.

Apprenticeshi; theut know guardian.

2.13. Whenever an tempore native hald under the age of saxteen peach is without known relatives, and is without a quardian, a magistrate of the district in which said shild resides or is found may authorise the appendicing of to a trade or employment mentioned in the trat perceiting section; and may appoint some fit person to execute the deed of apprenticeship and to act generally as guardian of such child.

When persons may apprentice themselves

2.2.18. An Arab of native of the age of secteen years or upwards, not being under a deed of apprenticeship, and subject as in section takenty of this Ordinance; may apprentice

17. (1) It shall be lawful for an employer and a servant to enter into a contract of service whereby the correct w takes to perform task work for an agreed remoneration.

(2) Where a task has not been completed the servant and entitled to be paid in proportion to the amount of the tusk which he has performed.

16. A servant may be required to work on any day of which he is employed for the purposes of a thirty days' contract or a special contract for a period not exceeding eight hourexchange of the time allowed for meals.

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2. 18. If the period expressed at any contract of serious or the irre-contract of service for the duration thereof and contract is expressed respecting its direction states of the service of the service of service for the contract is expressed respecting its direction states in service in any copyright of the purpose of terminating such voxage or portract, prolong the period of service for a sufficient period to enable the voyage or journey to be terminated. It is the first the service for a sufficient period to enable the voyage of journey to be terminated. It is the first the service for the service service of the Grainance shall epulls to a contract of service entered

of this Ordinance shall apply to a contract of service entered to by a street of the by a person in the service of the with regard to the characters or the notice required for the determination of such contracts of service.

> 14 185 Whoever decove away or unlawfully induces and servant to quit the service of his employer, or who attempts to decay away or attempts unlawfully to induce any servant to quit the service of his employer, or who knowingly harbours my servant wine may improperly quit the service of my completer shall be imply of converting to a fine not exact any first bounds of the following the bounds of the first of the converting to the first of the first o or or dilly six months, at to both such time and improvement

> > i upmintreeship Contracts.

20 16. The father, or in case of a fatherless child, the current of an Indo or a metter cirile above the age of mansuch child testified by his or has exemption of the deed of apprenticeship, apprentice him to a trade or employment in which art or skill is required, or as a domestic servant for any term not excedim five vears.

2.13 Whenever an Angless native child sinds the age of sixteen years is without known relatives, and is without a coordian, a magistrate of the district in which such child resides or is found may authorise the appenticing of guardian. to a trade or employment mentioned in the last preceding section) and may appoint some fit person to execute the deed of apprenticeship and to act generally as guardian of such child.

> 2.2.18. An Arab of native of the age of sixteen years or upwards, not being under a deed of apprenticeship, and subject as in section takinty of this Ordinance, may apprentice

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(2) Where a trak has not been completed the servant shall be entitled to be held in proportion to the amount of the trak which he has performed.

16. A servant max be required to work on any day which he is employed for the purposes of a thirty-days' contract or a special contract for a period not exceeding eight hours exclusive of the time allowed for meals.

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may apprentice themselves

Apprenticeship

28. (1) No javenile shall seek cuployment and as he shall Employment have obtained a certificate from a district officer, which certificate shall be in the form set out in the Schedule hereto, and shall, if such be the case, state that the permission of the father or guardian has been obtained.

(2) A juvenile who has obtained such a certificate may, subject to the provisions of this Ordinance, enter into a

(3) A district officer may withhold such certificate for any reason deemed by him to be sufficient;

# Provided that -

(a) when there is a parent or guardian of a juvenile hyung and when such parent or guardian is unwilling to grant permission to such invenile to seek employ ment the district officer shall withhold the certificated

in no jurcoile who appears to be below the age of ter years shall be allowed to contract for service;

nothing ju this section shall apply to any invenile who is eroployed by the day only and who is accompanied throughout the duration of such employment by an adult relative,

45

29. A district officer of the district in which any invenile employed or seeking employment or an inspector of labour may exercise the following powers :-

(1) He may terminate or cancel any contract of service. which may have been entered into by a juvenile on the grounds that the employer is an undesirable character, or that the nature of the employment is dangerous, or improral, or imprious to the health. of such juvenile, or for any other reasonable cause

(2) On the application of a parent or guardian, or for any reason which may appear desirable or proper, he may order any juvenile to return home, or restore him to the charge of such parent or guardian; and if such juvenile be employed, he may cancel the contract of service entered into by him.

(3) Any person aggrieved by the action or by the order of a district officer or an inspector of labour under the provisions of this section may, within thirty days after the date of such action or such order as the case may be, appeal to the Chief Native Commissioner whose decision shall be final

30. Nothing in sections 17, 18 and 28 of this Ordinance contained shall be deemed to affect or apply to apprenticeship contracts

himself for a todle not exceeding dense years to a employment in which art or skill is required or as a single-st

23 19. Every contract of apprenticeship may, with the Assignment of consent of the parties thereto, and subject as in the next appropries sinceeding section, be assigned

74 40:0) Every contract of apprenticeship and every assignment thereof shall be by deed, and us such deed shall be valid assignments railess attested by and made with the appeared of a magistrate by dead having jurisdiction in the distance where the person to be approved approvinced shall be living, and solless such approval be certified in writing under the hand of the magistrate on the deed of apprenticeship or assignment 6Deeds of apprenticeship may be in one of the forms in the schedule hereto, or to the like offeet.

25 21: Whoever removes of attempts to remove I any apprentice under this Ordinance from the Colony during his apprenticeship without the authority in writing (the proof whereof shall be on home of the control commissioner of the processe where such apprentice resides shall be table to imprisonment of either description for a term not exceeding twolve months, or to a fine not exceeding one handred and hits political and in default of tragement to in pringer went been fund

22 Whoever induces of actings to induce my Decome apprentice to quit the service of his employer. Statt be habte to puren interestation of other description for a term for exceeding

three mouths or to it fine not exceeding twenty his pounds and in it is in in it. 2.7 28, If any person with whom any apprentice under this Apprentices Ordinance has been placed shall retain such apprentice in his expiration of service after the stipulated period of service has expired, with married day and agreement between the parties for the pariment of wages. The apprentice shall be entitled to recover from the person so retaining him wages at the ordinary current rate payable for service similar to that performed by surk

Care of Servants

3/ 54 During the period of service the employer shall at all floring of times at his own expense cause every servint in his service to be properly housed, and shall observe all reasonable directions which may be given by a comparation arrangements. Provided boxes the obligation of a employer as regards housing shall not by reason of this section

28. (B) No javenile shall seek cuployment unless he shall Employment have obtained a certificate from a district officer, which certified juveniles cate shall be in the form set out in the Schedule hereto, and shall, if such be the case, state that the permission of the father or guardian has been obtained.

- (2) A juvenile who has obtained such a certificate may, subject to the provisions of this Ordinance, enter into a contract of service.
- (3) A district officer may withhold such certificate for any reason deemed by him to be sufficient:

## Provided that

- (a) when there is a parent or guardian of a juvenile living and when such parent or guardian is unwilling to grant permission to such savenile to seek employ ment the district officer shall withhold the certificate,
- in no juvenile, who appears to be below the age of ten years shall be allowed to contract for service;
- nothing in this section shall apply to any invenile who is employed by the day only and who is accompanied throughout the duration of such employment by an adult referive.

- A district officer of the district in which any juvenile employed or seeking employment or an inspector of labour may exercise the following powers :-
  - (1) He may terminate or cancel any contract of service, which may have been entered into by a juvenile, on the grounds that the employer is an undesirable character, or that the nature of the employment is dangerous, or immoral, or inverious to the health of such invende, or for any other responsible cause.
  - (2) On the application of a parent or guardian, or for any reason which may appear desirable or preper, he may order my juvenile to return home, or restore him to the charge of such parent or guardian; and if such juvenile be comployed, he may cancel the contract of service entered into by him.
  - (3) Any person aggrieved by the action or by the order of a district officer or an inspector of labour under the provisions of this section may, within thirty days after the date of such action or such order as the case may be, appeal to the Chief Native Commissioner whose decision shall be final.

30. Nothing in sections 17, 18 and 28 of this Ordinance contained shall be deemed to affect or apply to apprenticeship contracts.

himself for a facto not exceeding the years to a employment in which art or skill is required or atta toniest

13 19. Every contract of apprentizeship may, with the Assignment of consent of the parties thereto, and subject us in the next apprentication sheeceding section, be assigned.

74 29:0) Every contract of apprenticeship and every assign. Contracts with ment thereat shall be by deed, and no such shell be valid uself un noless attested by and made with the approval of a magistrate by deed having jurisdiction in the district where the person to be appromised shall be living, and onless such approval be certified in writing under the hand of the magistrate on the deed of apprenticeship or assignment (4Deeds of apprenticeship may be in one of the forms in the schedule hereto, or to the

25 21. Whoever removes on attempts to remove from apprentice under this Ordinance from the Colony during his apprenticeship without the authors in writing (the prior is whereof shall be on burn of the senter commissioner of the procuee where such apprentice resides shall be links to imprisonment of either description for a term not exceeding twelve months, or to a fine not exceeding one landred and hirs pounds and in default of bayoned to in pringer ment per a fer of 22. Whoever induces or afternot to reduce

apprentice to got the service of his employer shall be hald, in apprentice unprisouncut of either description for a term not exception strong groundles to a fine not exceeding eventualise promotioned to the first sound. For a bernot soft becoming him to make 2.7 28. If any person with whom any apprentice under this Apprentic

Ordinance has been placed shall retain such apprentice in his claimed after service after the stipulated period of service has expired, with are agreement between the parties for the payment of wages, the operatice shall be entitled to recover from the person so retaining him wages at the ordinary current rate payable for service similar to that performed by such apprentice.

### Care of Servants.

31 BC During the period of service the employer shall at all A times at his own expense cause every servant in his service to be properly housed, and shall observe at sensorable directions which may be given by a properly of espect of samual arrangements. Provided bowseth the obligation of an employer as regards housing shall not by reason of this section

extend to any case in which a servent is able to return to his home at the conclusion of his daily work or to obtain suitable and proper housing at or conveniently near to his place of employment.

Feeding servants 22.25 Serring the period of the service of any serrogate employed at each distance from such servints from set to conduct it impossible for him to refune to his banne at the conclusion of his daily work, the improver shall at the own actions cause such acreant to be properly fed and to be supplied with sufficient and proper conting distensity and means of serving distensity and means of serving distensity and means of secting as attensity, as the case may be shall not extend to any case when the acreant is employed at a place where he can obtain for binnelf sufficient and propes food, or cooking intensity and means of cooking and when it has been expressly agreed between the parties, at the time of differing into the contract of service, that the servant shall parties it a food or cooking intensity and means of cooking and service expense.

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93 96. It and whenever an employer is required by the provisions of this Ordinance to cause his servent to be because or try. He shall arrange for a proper water supply for the use of such servent.

to be supplied to be supplied to be supplied to second. APP: Assemployer shall when necessary and if requested by a servant, supply him with a suitable blanket, and in the case of a porter charged for a joinney also with a server and water bottle. In any such case unless expressly agreed to the contrare the reasonable cost of the arricle or articles supplied shall be paid by the servant and not if the whole or a portion of such cost shall linke been so deducted or otherwise paid by the servant the article of the population of the supplied of the servant and not if the whole or a portion of such cost shall linke been so deducted or otherwise paid by the servant the article of the supplied or the supplied or the supplied or.

Parters to be presided with with cent to it in empedation 35 28. An employer staff when reconsure provide sales are tent accommodation for by payters engaged for a journey.

Employer to provide and medical attendance Just: There employer that reveale his servant, with proper medicines during dipes and so of provincial medical attendance during serious flows, and any employer falling to provide shall, in addition to his studies to tree section, be liable to pay any expenses a world by a studie in providing such medical attendance.

exibing to any case in which a servent is able to related be his hong at the conductor of his daily work or to obtain autabashed project housing at its conveniently near to his phase of employment.

Feeding o

22.25 Server the period of the service of any server employed at such distance from such servint's house as to sender it imposed by for than to return to this tome. At the conclusion of his daily work, the employer shall at his own extensive course such servent to be properly fed and to be supplied with sufficient and proper cooking internals and mane of serving a supply of the case his servint to be fed or to supply cooking seconds and receive of seoking as alterested, as the case may be shall not extend to any case when the servent is employed at a phase where he can obtain to times! sufficient and proper ford, or cooking intensits and means of cooking, and when it has been expressely agreed between the parties, at the time of othering into the contract of service, that the servint shall gracine his food or cooking attensity of according to cooking at the case of section and service that the servint shall gracine his food or cooking attensity of according to cooking at section expense.

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95 36. Use our whenever are employed as sequent to the provisions of this Ordinance to cause his service to be sensed or ted, he shall arrange for a proper water supply for the use of such servant.

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Again place shall when necessary and if requested by a servant, supply him with a suitable blanket, and in the case of a pinter engaged for a journey also with a pressy and cater-bottle. In any such case makes expressly agreed to the contract the reasonable cost of the article or articles supplied shall be paid by the servant and may be deducted from the remainstation of the servant and may the whole or a portion of cut, cost shall have been so distincted or otherwise paid by the servant that the whole or a portion of the principle of the servant and may the whole or a portion of the principle of the principle

Posters to be presided with softenent near to compudation 35 28 An employer shall when necessary provide same tent accommodation for by payters enfraced for a journey.

Employer to provide and medicine and medical attendance proper medicines during times and not be proved that servants of the proper medicines during times and not be proved the proper medicines during serious allows and any employee falling to provide shall, in addition to his stability to bree its section, be liable to pay any expenses in arrid by a factor in providing such medical attendance.

expend to any base in which a servant is able to report to his from at the conclusion of his daily work or to obtain suitable and proper housing at at quiveniently near to his place of employment.

## Feeding of

22.35 During the period of this service of any service employed of such distance from and service home as to conden it impossible for him so setting a file form at the conclusion of his daily work, the simpleyer shall a be ensured as the service and service and service and service and service of the property of any terminal and means of conting units of a semiphyer so cause his service to be property of the service of any service and means of conting as a service only be when is and means of conting as a service only be place where he can elitate for sincert softiers and proper food or cooking strends and assessed softiers, and when a last been expressed pricing all the contract of servers the service in the case of conting into the contract of servers the service in the service of conting into the contract of servers that the service of cooking into the contract of servers that the service of cooking into the contract of servers that the service of cooking its own expense.

Water app for use of servants 33 26 in and programs an employer is required by the provincians of this Cordinance to come has servered to be forced or fort, he shall assume fully a proper water supply for the state of the property of the state of the state

by a section, supply the with a guitable brancher and in the case of a porter's mapped for a joint place with a guitable brancher and in the case of a porter's magnetic case unless expressly agreed to the contrary the remainship man of the arrivele operations agreed to the contrary the remainship man of the arrivele operation and the paid by the secretary and may be deducted from the granuscration of the branch, and until the whole or a portion of sach cost shall have been so deducted or otherwise and they the secretary the arrivele or or ticles supplied shall from another to previous.

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1620. Every employer shall provide his servants with proper medianes during libress and also if procurable medical strendance during serious illness, and any employer failing so to provide shall, in addition to his liability for breach of the section, be liable to pay any expenses incurred by a minimate in providing such medical attendance.

extend to any case in which a servant is able to report to his home at the conclusion of his daily work or to obtain suitable and proper housing at or conjugate that near to his place of employment.

Eceding.

Dirace the people of the service of any servant and confidence of any servant and servant at home as to conden at any positive for him to setting a fair form as the conclusion of his daily work, the employer shall at the property of the servant of the property of any time to be property of any time to be property of any time to be property of the servant of the se

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33 26. It and whomever an complexion is required by the pronounce of this Cremanus to course has servant, to be harded or both, he shall arrange has a proper water simple. But has see a family severant.

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by a servain, supply him with a guidable blanket and in the case of a portor's regarder as a justice blanket and in the case of a portor's regarder as a justice who with a per year and water bottle. In any cases give unless expressly agreed to the containty the removable ready of the article or articles supplied with the poil by the secretal unit may be declared on our the grammer atom of the larger and until the whole or a portion of such cost shall have been so deducted or otherwise paid by the secretal unit of the property of the cost shall have been so deducted or otherwise paid by the secretary of the supplied shall formula the property of the cost place.

28: Air propagate shall when necessary provide sufficient cent preoritingiation for his porters engaged for a journey

3620. Every employer shall provide his servants with proper medianes during tilmess and also if procurable medical tendance during serious illness, and any employer failing so to provide shall, an addition to his liability for breach of the section, be liable to pay any expenses incurred by a marginal providing such tacklical attendance.

## LABOUR FORWARDING AGENTS.

- 40. No person shall hanself or through agents or messengers, in his own name or otherwise, procure or attempt to procure, seek for engagement, conduct, take charge of supply, or undertake to supply Arabs, Malagasies, comoro lehanders Balughie born in Afraga, Somalis, or natives to be employed work or labout of carry kind : Provided that nothing in this section shall prevent a private regruiter or labour forwarding agent from carrying out the functions ascribed to them in section z of this Ordinance.
- 41. (1) No person shall are as a hibpur forwarding agent be unless he is a possession of a hoence issued by a Provincial ombissioner in such form and in accordance with such Rules and conditions - the Governor in Council may, from time to time, prescribe
- (2) Every application for a lifence to act as a labour for waiting agent shall be inade in writing and shall state in full the name and address of the person to whom the license is to The Previncial Commissioner may require any applicant to such licence to execute a bond for such amount as he may deem resionable for the fulfilment of the provisions of the Ordinance and of any Rules or conditions that may be
- (3) The licence shall be issued for a limited period, not exceeding in any case twelve months, and shall specify premises in which the labour forwarding agent is normalist t
- (4) A labour forwarding agent shall not employ any person for the purpose of assisting him unless and until he has received the permission by plane of the Provincial Commissioner. The hame of any person in respect of whom permission has been accorded shall be endorsed by the Provincial Commissioner on the labour forwarding agent's hoence
- (5) A Provincial Commissioner may at his discretion refuse the issue of a labour forwarding agent's licence and may for reasonable cause cancel any licence which has been issued in so far as it relates to premises within his jurisdiction.

37 30(1) It a servant dies during service, the employer that give immediate notice thereof to the nearest mu together with a medical certificate, if procurant, or the cause the deth of death Aff he employer shall pay to the imagistrate all wages discussed and deliver all property belonging to the decased servant states of the transmission. for transmission through the agency of the administration to decided by the representatives of the deceased, to be distributed in accordance with the law.

1881. Whenever any sorvant shall have been taken to the In sertain eates place of engineerical at the expense of the employer the expense is employer shall, at the fermination of the contract of service, placed espectations that the expense of the contract of service, placed espectation of the employers of the engineers of the engin second of only wrongful act or default of the servant, in like expense member retain the servant to the place of engagement should the servant wish to return

39 38: Every employer shalt ... the termination of the To supply food contract of service provide it his objective a sufficient for service appropriate appropriat supply of food for the servant sentention on the way back to when returning the place of engagement

## Habour Agents

38. To about agout aball restuit or seek to recent all the happer mattre to be employed in work or labour unless such labour aten, e agent is in possession of a permit is seed by the serior commits sioner in the form contained in the schedule to this Crdinance or any form hereafter substituted therefor by at in secondance wife any rules and corditions as the Governor may prescribe from time to time

34. Every application for a permit to recruit as a cressaid application to shall be made in writing and expressly state the name of the remit to be labour agent to whom the permit is to be issued. The senior welling semmissioner may require any person by whom an application for perrois is saide so sign a bond for such amount as may be an required for the fulfilment of the provisions of this Ordinance and of any rules or conditions presented by the Governor.

35. The permit shall be assued for a limited period, not Pennis exceeding in any case twelve months, and for a specified

- 40. No person shall himself or through agents or messengers, in his own name or otherwise, promure or attempt to produce, seek fur engagement, conduct, take charge of supply, undertake to supply Arabs, Malagustes, Comore Islanders, Baluchie born in Afraca, Somalis, or natives to be employed work or labour of any kind Provided that nothing in this section shall prevent a private recruiter or labour forwarding agent from carrying out the functions ascribed to them in section z or this Ordinance.
- 41. (1) An person short act as a labour forwarding agent batter tunless he is a possession at a heeney issued by a Provincial Compassioner is such torm and in accordance with such Rules and conditions the Governor in Council may, from time to sme, prescribe
- (2) Every application for a brence to act as a labour for warding agent shall be made in writing and shall state in tall the nature and address of the person to whom the licence is to The Previncial Commissioner may require any applicant for such licence to execute a bond for such amount as he may deem reasonable for the fulfilment of the provisions of the Collabore and of any stoles or conditions that may be
- (B) The homor shall be assed for a touted period. eding in any case twelve months, and shall specific see in which the labour forwarding agent is in racited t
- (4) A labour forwarding agent shall not employ any person for the purpose of assisting him unless and until he has received the permission in voting of the Provincial Commissioner Phe hance of any person in respect of whom permission has tore accorded shall be endorsed by the Provincial Commissioner on the labour forwarding agent's licence.
- (5) A Provincial Commissioner may at his discretion refuse the issue of a labour forwarding agent's licence and may for reasonable cause cancel any licence which has been issued in so far as it relates to premises within his jurisdiction.

37 30(1) If a servant dies during service, the coupleyer shall be give immediate notice thereof to the nearest material and tracted of together with a medical certificate, if procurable, of the cause the coath of of death afthe employer shall pay to the magnistrate all wages deliver wages. due and deliver all property belonging to the deceased servant, see, due or for transmission through the agency of the administration to deceased by the representatives of the deceased, to be distributed in magnitude accordance with the law.

Weir. Whenever any survant shall have been taken to the to certain eater place of engineering at the expense of the employer the engineer and the engineer and the engineer and the engineer as the engineer as the engineer as the engineer as the engineer at the eng second of shy wrongful act or default of the servant, in like expense menner return to eservant to the place of engagement should the servant wish to return

39 32 Every employer shall ... the (expination of the To supply food contract of service provide in his over expense a sufficient for savant's a samplion supply of food for the servant sencentration on the way back to when returning the place of engagement

# Habour Agenta

38. To asbour agout aball rescuts or seek to proceed upy no thange taken to be supplyed in work or labour unless such labour sken to remut agent is in possession of a permit issued by the serior commiss a permit sioner in the form contained in the schedule to this Ordinance or any form hereafter substituted therefor by at in accordance wife any rules and wildows as the Governor may prescribe from time to tome

34. Every application for a permit to recruit as a oresaid Application to shall be made in writing and expressly state the name of the permit to be labour event to whom the permit is to be issued. The senior exting commissioner they require any person by whom an application A for perrots is rande so sign a bond for such amount as may be separrequired for the fulfilment of the provisions of this Ordinance and of any rules or conditions prescribed by the Governor.

The permit shall be resured for a limited period, not Permit to be exceeding in any case twelve months, and for a specified at or for specified districts only in the province of the

37 30 (1) a servent dies during service, the employer shall to give immediate notice thereof to the nearest magnified together with a medical certificate, if procurable, of the cause of death of the employer shall pay to the magistrate all wages deliver as or death garing employer and real to the deceased servant, belonging to the deceased servant, belonging too transmission through the agency of the administration to dee the representatives of the deceased, to be distributed in magnitude Acceptance with the law

3851: Whenever any servant shall have been taken to the in sugain sales place of employment at the expanse of the complexit the security to place of employment at the various of the construct of service, place of onese employer shall at the tempination of the construct of service, place of onese otherwise than by cancellation thereof by a magistrate on account of any wrongful act or default of the servant, on affice expanse manner return the servent to the place of ongagement abould the servant wish to return

34 32. Every couployer shall on the termination of the Te apply tood contract of service provide at his own expense a sufficient of service appears. supply of food for the servant's consumption on the way back to when your ming the place of engagement.

wengement.

# Labour Agants

38. No labour agent shall recruit or beek to recruit-any No interpr native to be employed in work or labour unless such labour agent to receive to be employed in work or labour unless such labour without agent is in possession of a permit issued by the sculpt commissioner in the form contained in the schedule to this Ordinance or any form hereafter substituted therefor by or in accordance with any rules and conditions as the Governor may prescribe

34. Every application for a permit to recruit as aforesaid and shall be made to writing and expressly state the name of the process. and be nace to writing any expressor state the serior setting the serior setting commissioner may require any person by whom an application of the serior setting commissioner may require any person by whom an application of the serior setting the serior settin for a permit is made to sign a bond for such amount as may be wrom a required for the fulfilment of the provisions of this Ordinance and of any rules or conditions prescribed by the Governor.

35. The permit shall be issued for a limited period, pot Permi exceeding in any case twelve months, and for a specifical strict or for specified districts only in the province of the ar

# LIMOUR FORWARDING ACROSS

10. No person shall himself or through agents or the angers, in his ewn name or otherwise, procure or attempt to rooms sock for charactorist, ronduct, take charactof, supply runderates to someth Araba, Malagusies, Comore Islanders Saluchis burs in Africa, Somelis or natives to be coupleyed a work or labour of any knul. Physided that nothing in this section shall protein a private recruiter or labour for warding agent from carrying out the functions ascribed to them in section 2 of this Ordinance.

41. (1) No hereon shall act as a labour forwarding agent infess be its in possession of a lacence issued by a Provincial contribution of its such form and in accordance with such latter and conditions at the Covernor in Council may, from time to tune, pracribe.

(2) Every application for a licence to ast as a labour forvardely agent shall be made in writing and shall state in full the range and address of the person to whom the licence is to be lasted. The Provincial Commissioner may require any pheant for such licence to execute a bond for such amount as he may deem reasonable for the fulfilment of the provisions of this Ordinance and of any littles or conditions that may be

(3) The brence shall be resided for a functed period not exceeding in any class Net's months; and shall specify the combine in which the bloom for version point is permitted to conduct his bounds.

(4) A stabler forwarding from shall not employ any

to the purpose of testing him tide- and until he restrictions. The training of the Provincial confidence. The training of the person in respect of whom polyments has been contained by the Provincial Columnistics on the labeler for adding agent's beence. (5) A Promposal Communication for the Morretton pseyshe usue of a labour forwarding accuse hechee and may of resonable subse (sure) and heave which has been issued in so far as it relates to premises southin his principlism.

person a law in the law is a law in the law is a law in the law in

26. A large scart shell not employ any age pairs et ed a station hip in recruiting unless and until he said first have not field the senior commissioner in writing of sees employ, that and of the name of such agent.

# 3

37: A sonior commissioner may refuse, the issue as a countit to any serson who shall have committed a breach of the provisions of this Ordinance relating to labour agents of the area rule of sonditions which may have seen prescribed by the theoreties.

Power an apple

- 28. The Governor in Council/may make rules for any of the purposes following:—
  - 4) Prohibiting the recruiting of natives in any specified districts, areas or places, or regulating the recruiting of history in such districts, areas or places.
  - (2) Providing for the proper clothing, feeding and housing of turines regruited by and at the expense of labour agents
  - (3) Prescribing the fees to be paid in respect of a permit to retruit labour.
  - (At-Imposing such conditions upon labour agents and the recruitment of matter for work or labour as he may consider properfor the protection of natives.

All su it rules shall be laid before the Legistary Council before the same are published in the duzette

39. Any labour agent, who shall without a permit hereinbefore provided for recruit or seek to rectain any native to be employed in work or allow, or who shall having obtained a permit contravene my of the provisions of this Ordinans posture to labour agents, or who shall commit any breach of the or condition prescribed by the Governor shall be high to a fine not exceeding one hundred and fifty pounds and in default to imprisonment of either decryption for a period no occording three months, and any permit issued to him make ancelled by the Governor.

person num in second me labout first with the the patron of a self-ing first in the interpret any appropriate the self-ing first in recruiting unless and until he shall not five notified the senior commissioner in writing of such armboundal and of the name of such agent.

37. A senior commissioner may vides, the issue of a permit to any serson who shall have committed a breach of the provisions of this Ordinance relating to labour agents of the provisions of this Ordinance relating to labour many the second state the second seco

Power in mode

28. The Governor in Council/may make rules for any of the purposes following:—

- (1) Probbing the recruiting of natives in any specified districts, areas or places, or regulating the recruiting of labour in such districts, areas or places.
- (2) Providing for the proper clothing, feeding and housing of ristives regritted by and at the expense of labour agents
- (3) Prescribing the fees to be paid in respect of a permit to recruit labour.

(a) Troposing such conditions upon labour agents and the recruitment of maines for work or labour as he may consider proper for the protection of natives.

All such rules shall be laid before the Legislative council before the same are published in the Guzette

Penalli

38. Any labour agent, who shall without a permit hereinheter, as yield for recruit or seek to recruit any native to be employed in work or labour, or who shall having obtained permit contravene any of the provisions of this Ordinane setting to labour needs or other agents, or who shall commit any breach a say rule or condition prescribed by the Governor shall be habit to a true not exceeding one hundred and fifty pounds and in default to imprisonment of either decription for a period not conditing three months, and any permit issued to him may be caused at by the Covernor.

4. 400

48. (1) Notwithstanding anything contained in the Cruninal Procedure Code or the Justices of the Peace Ordinince, say magistrate or justice of the peace may, on receiving from an employer a complaint in the form set out in the Schedule hereto, issue a warrant for the arrest of any servant therein alleged to have committed the offence of desertion.

(2) When a warrant has been issued as aforesaid, such servant may be arrested, wherever found, by any police officer and brought before a magistrate who may remand such servant to the magnetiate of the district in which the services were to be rendered

(a) On the termination of the hearing of a coinplaint as aforesaid, the court, if satisfied that the facts stated in the complaint were materially untrue in any particular, may, in addition to any other order for costs, order the complainant to pay into court a sma equivalent to the whole of the expenses mentral by Government in connection with the areast and trial of such settint, together with such automat as may be a segond by the court as compensation to such servant for his arright and trust. If such a sum is not pass forthwith the court may issue a distress warrant stains, the goods and chariels of the complement, and goods and charles taken the dedicess warrant shall unless the terroria nant pays the amount disc by him somether with the costs of the discress warrant, bestern and the savount for order the order of the court together and the costs of the distress should be part into be revenue of the Colony, and he balance if and shall be mil 10, the a supuninant

Breach of Contract and Disnutes between and Offences by ... Chiployers and Servants

42.40. Whenever an employer or servant chall neglect for Complaint in refuse, to fulfil any contract of service, or whenever any case of dispus-question, difference or change should arises as to the right or analogue and liabilities of either party, or touching any misconduct, neglect, servants or ill-treatment of either party, or any injury to the person or property of either party, under any confract of service, the party feeling agerieved may cooks a complaint to any magistrate or justice of the peace, who may thereupon usine a supprione to the party complemed against Provided that a emperatorate holding a subordinate court of the faired class or a profice of the peace shall forthwith forward such complaint to a magnetic to have pureliction to tay the case

4441. Every manistrate holding a subordinate court of the The inciedle first or second class and every special magistrate shall have purisdiction, notwithstanding that the person complained against may be at l'aliopean Mamerican or Asiatio, and motwithstanding mything in an ordinance or law respecting the purisdiction of mich the gustrate to the optracy, in all cases mone in their jest, entire areas of jurisdiction between completers and their warvants, and with reference to their relative rights as I duties se to any matter or thing or offence to what provision as peade by this Ordinance, and every men more and a me design with the same of the whose here is most any person being at the time within the was the marketon phether the grounds of spirit case was with an area or win or whater the person against which were now recivered the his world well over my place of ald the will be made it will the first

45 42. Who have a compliant as aforesaid shall be made to A warrant or a magistrate holding a suburdinate court of the third class or summons issued to a justice of the power, and such ningistrate or justice of the of third peace shall uson process for the purpose of required in compelling the mendance of the party complained against, of such process made unwante before a magnitude holding and make our at the first of argond class or a b special may street turing farisdiction in the case.

4648. It at any time after the laying of the complaint it Airest agreement to the magistrate or justice of the peace, by information defend on oath, that the party complained against is about to abscord

10 Notwithstanding anything contained in the ruming Procedure Code or the Justices of the Peace Ordinnce, unf imagistrate or justice of the peace may, on receiving rom an employer ; complaint in the form set out in the Schedule hereto, issue a wartant for the arrest of any servant therein alleged to have committed the offence of desertion.

(2) When a warrant has been assued as aforesaid, su servent may be arrested, wherever found, by any police officer and brought before a magistrate who may remand such servant to the magistrate of the district in which the services were

(3) On the termination of the hearing of a complaint as aforesaid, the court, if satisfied that the facts stated in the complaint were materially untrue in any particular, may, in addition to any other order for costs order the complainant to pay into cover a sum equivalent to the whole of the expenses mourrageby Government is connection with the arrest and trist of such severant together will, such amount as may be s segmed by the court as compensation to such services for his pariest and trial. If such a min is not pear forthwith the good thay issue a distress warrant stains the goods and chattels of the compliment, and goods and charrels taken under the decress warrant shall unless the complament pays the amount doe to him somether with the costs of the distress surrout, bestood and the supposet the rader the order of the court together with the costs of the distress should be part into Any bevenue of the Oplony, and the balance, I and shall be mul to the remulanant.

Breach of Contract and Bisputes between and Offences by ... Poliployers and Servants.

42.40. Whenever an employer or servant shall neglect for Complaint in refuse 10 fulfil any contract of service, or whenever any cases of dispute question, difference or dispute shed arises as to the right or employers and liabilities of either party, or touching any indeconduct, neglect servants. or ill-treatment of other party, or any injury to the person or property of either party, under any contract of service, the party feeling aggrieved thay make a complaint to any magistrate or justice of the peace, who may thereupon more a supposes to the party complained against Provided that a strate holding a subordinate court of the third chas or a refer of the beage shall forthwith forward such complaint to a magistrate haveing mushet on to the case

444T. Every man strate hobbinger supordinate court of the The jurisdiction first or second class and every special magistrate shall have purisdiction, notwithstanding that the person complained against that be at Empean -American or Asiatio, and motwithstanding anything in at. Irdinance of law respecting the purisda tion of such the guarant to the coptrary, in all cases uising in their respective areas of presenction between supplierers and their warvants, and with reference to their return angles and duties we to any matter or thing or offence to what provision a wade by this Ordinance, and every such more start start have introduction of my many one brought sections for went any person horizon at the true within the ear there to chance of redisplac antique case was made on a mrew present or whether the person against where you are recommended from the sentence or place of safe of the man was the free with the

45.42 Whatever a complaint as aforesaid shall be made to A warrant or magistrate bodding a subjectionate court of the third class or summons issued by a justice of the passe, and such prograttrate or justice of the of their peace shall peace powers for the purpose of requiring or compelling the translature of the party complained against, such proc an mude number before a contribute holding a materiale magnet the past of second class or a special magnetice torring prisdiction in the case.

4648. It as any time after the laving of the complaint it Atrette appears to the magistrate or justice of the peace, by information inferior on oath, that the party complained against is about to abscord!

A magnitude may order that the remedy of commission hadrone by organization commission order this Ordinance. 4.74. A magistrate horing jurisdiction to adjudicate on any complaint made as him or forwarded to him for adjudication may if a storied appear to him that the matter of such complaint of of any cross consistent or defence contain more property to conveniently be first with in a first action, order, at any time before infigurent therein is delivated by him. They the remarks if any to the matter complaint of shall be by order to make it in any time before infigures the containt with the law relating we proceed in any containt with the law relating we proceed the containt and any order who

Discretionary powers of magnetrates. Which et I pan any complete, ander this Ordinance showing and the man in addition to any jurisda tion to might have exceeded if this Ordinance had not been made, exercise all from the Ordinance page 19 and to 19 and 19

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the life may adjust and set off engagement the other all such claims on the part either of the employer of of the experimental control of the experimental control of the relation between them as the magnificate may find to be subsisting, whether such claims are inquidated or independent, and are fix wages, charages or otherwise and be may direct the product of sec is sum as he finds she by one party so the other party (2)

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(b) He was interes fullilment of the same et and, in contract, he may in place either of the whole of the damages which would otherwise have been award or some part of the damages, direct the party committing such breach to find sedurity to the samefaction of the magistrate for the due performance of so much of the contract as remains unperformed, and if the party neglector refuser, in discourity, he way commit him to prison until the table the first of imprisonment shall not exceed these months (a).

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the approximation of wages or other sums due thereunder, and as to the payment of wages or damages or other sums due, as he thinks fit to

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he may cause him to be srieded had definited on the 0.05, unless he mids security to appear and support the complaint and to abuse the decision of the cours thereon.

A magistrate may order the the remede of correlations trails be by dicortes and setif countries. 4/94. A magistrate income interference to adjudicate on any complaint make to him or forwarded to him for adjudication may use it is already as years complaint on defence could more properly or conveniently be field with in a first desirant anger, it my time before judgment therein is delivered by him, that the reserve if any to the matter complaint of shift be by an autim trought a accordance with the law relating to procedure a could make and only by complaint under this Odimme.

Discretionary powers off magneticates. 1953. At 1 pon any completies under this Ordinance shows that the property of the property of the property of the property of the following powers, that not been under exceeds all or any of the following powers, that in the second control of the following powers, that in the second of the following powers, that in the second of the following powers, that in the second of the following powers are second or the following powers and in the second of the following powers are second or the following powers and the following powers are second or the following powers are second or the following powers are second or the following powers and the following powers are second or the following powers are the following powers are second or the following p

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(a) He may adjust and set oil one against the other all such claims on the part either of the cupliover of in the selvanization, out of, or meidential to the relation between them, as the magnificate may find to be subsisting, whether such slaims are injudated or independently, and are for wages damages or otherwise and be may direct the products of such sum as he finds due by one party to the other party (O

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the He may direct fulfilment of the contract and, it can where be might award duringer for my treach of contract, he may in place either of the whole of the duringer which would otherwise have been awarded or some part of the duringers, direct the party committing such breach to find sedurity to the satisfaction of the magistrate for the dur performance of so much of the contract as remains unperformed, and if the party-neglector refuser, in a security, he way commit him to prison until he for the during a imprisonment shall not exceed these months (a).

To rescind the contract and apportion the may rescond the contract upon such terms as the optotumment of wages or other sums due thereunder, and as to the payment of wages or damages or other sums due as he thinks fit 10

CAP 139

(d) When no amount of compensation or damages can be assessed, or when pecuniary compensation will not in the opinion of the magistrate meet the circumstances of the case, he may in addition to the resending of the contract and discharging the parties therefrom, fine either party a sum not exceeding twenty pounds with imprisonment of either description in default of payment, for a term not exceeding one month:

(e) Where it appears to the magistrate that an To pass any employer or servant has been guilty of any offence under reagment. this Ordinance, he may, in lieu of or in addition to doing and any of the acts or things, and to making any of the orders or directions authorised by paragraphs (a) (b) and (c) of this subsection pass any sentence or judgment authorised by this Ordinance upon the person so offending, and may make any order or do any act or thing by this Ordinance authorised, or which may lawfully be done for giving affect to such judgment or order.

(2) A person than give security thereinefter called the form of bonds under this section by a written or eral acknowledgment security. in or under the direction of the court of the undertaking or condition by which and the sums for which he is bound, and such bond shall be forfeited and enforced in the manner provided for the fortune and enforcement of bonds under the law for the time being in force relating to procedure in criminal

(3) Save as in this of time of otherwise provided the Law relating previsions of the law for the time being in force relating to to criminal procedure in cries and cases respecting appeals and references ordinary to and the levying of mornes ordered to be paid shall apply to apply to all proceedings and all orders for the payment of money under under under that this Ordinance!

(4) Anything in this Ordinance to the contrary not with When six standing, it shall be invital for any measurate, having proceedings jurisdiction in any proceedings under this Ordinance, whenever he shell considers that by following or by requiring the complainant to follow the procedure laid down by law for criminal cases the ends of justice will or may be defeated, to adopt or order to be adopted for all or any purpose of the proceedings and at any stage thereof or for the levying of monies ordered to be paid, all or any of the provisions of the law for the time being in force relating to procedure in civil cases,

Panishment juveniles 46. Whenever any male person shall appears liable to have any of the brokers/specified in the last prescript section made upon him, or a be punished in say other manner provided by this Ordinants, if its shell as pears to the court to be under the lags of classes gene and to require punishment in the way of discipline rather than so say other manner, the court may order time to be designed by one raw may entitable place of detention and to be designed by one raw may entitable place of detention and to be designed by the court, small place of detention and to be designed by the court, small place of detention and to be designed by the court, small place of detention and to be designed by the court, small place of detention and to be designed by the court, small place of the detention of the court of t

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(A) of the shorth offer having that, if The a contract, if the sound that the feature to continuous the sound the sound that the street that then

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- . If he shall during working to any until the scale for the proper performance of his work is becoming 27 being intoxicated.
- If he shall reglect to person any work which it was his dust to have preferred or if he shall carelessly or improperly persons any work which from its nature is was his gir; under his contract is large performed extends and projectly.
- purposes makesuse of any horse, achiele, or other property belonging to his employer.

600 h he shall exercise bodsive or insulting language or 65 gmity of insulting behaviour to his employer or to any person placed by his employer in authority over him, calculated to provide in foreset of the peace.

50. D Norwithstanding anything contained in the Crany Joinder and Procedure Code, on a complaint or action learned an employer in respect of wages due to more than one of the cases of employer in respect of wages due to more than one of the servants the magnistrate may permit upe complaint or one plant to be made or filed by an inspector of fabour or by one of such servants on billed by an inspector of fabour or by one of such servants on billed by an inspector of the one of the complaint of plants shall have annexed therefor at a plant of the complaint of plants shall have annexed their addresses and descriptions and the total announces and permit only which seagos are respectively due.

All such chains shall rank squally between themselver, and shall be paid in full, unless the amount recovered from the simployer be less than the total amount of the claims with costs, in which case, after payment of the costs, all such claims with costs, in such claims with the servants of the paid by sight environments the servants chall be paid by sight environments.

- (7) If he shall refuses to obey any command of master, or of any person lawfully placed by his master in authority over him which command it was his duty to obey
- 480 H or reserved the or for the purpose of obviousing a composed or service he short given false name or atthress

48. Any servent may be fried any some not on oning the Offences by anomalited store pointed ten shiftings and in default of payment class II may be sentenced to hippersonment of outper description for any period not exceeding as results or man at the discretion of the majorater without the interport of a time, to antermit to imprisonment of wither decription for any period of any executive decreased of any of the father as a transmission of relationships that is be our

- of the find velocity of the willing be achief duty on the make more more distance tending to the contradiction loss durage or set and it had any property place it; his couplinger to be charge a peaced by any other person in ins charge for delivery to be on account of his employer
- (2) If he show to will at the wife of dats or he meglert of day or strong to decrease refuses or omniste do any lawful are proper and requeste to be dam to lum for present the in sufery and property placed by his employer in towardage, or placed by stay other person in her charge ton dersols to or far account of his employer
- 130 If bertig Employed as a herd-months shall fails to report to like employer the death or toss I am animal placed in his charge which he shall alle s we field he shall be the earliest erportunity the

torne of the particular to the period of the particular to the par breeted to preserve, unless such herdsman shall prove the satisfaction of the court the death of the stude by his suppleyer to appen that his are animals pleged by him to himselvan revocably font without the net of thefault

to he alleges the loss of any animal placed in his charge and it is presed by his employer to the satisfaction of the court that such animal could not, in the encumistances of the case, have be come irrevocably lost without the act or default

(4) If being employed in any capacity other than that of a herdsman he shall allege the loss of any property placed in his charge by on for his employer and it shall be made to appear by his employer that the property in question could not have been lost without his act or default.

(5) If he shall without lewful cares and leaves surpleyer's service with intent not to return blerete.

Any offence against this subsection shell be commande offence, and a police officer may arrost without the police of such an officer.

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53 49. No fine or period of imprisonment undergone under this Ordinance by a servant shall have the effect of carriering the contract of service.

No wages shall become payable to a servant for or during any term of his imprisonment under this Ordinance

service during period of impringment when a gervant a convicted of absoluting himself or departing from service, period of absence may be added to term of service.

57 52/1/When the offence of which any servant shall be convicted under this Ordinance shall be the offence of absenting himself from it of departing from the service of his employer, then the paried of his absence may, on the application of the shall all absence may, on the immunistrate, be added to the ferror of service originally stipulated.

(2) In such servant to ascertain at the trial the period of absence, and to certify the same by some writing under his hand to be delivered to the employer and the period frientioned in such service.

ions, de., omployer's proposity.

lost or damaged by means of any act or or one of his servant, it shall be lawful for the magnetrate. The thinks fit, to fix the amount of conversation for such loss or damage, and small such order as to the property thereof, there is one or by instalments out of wages to be one carried or otherwise, as shall seem reasonable and just avoided that no criticalment ordered to be paid out of wise, shall exceed one half of the servant's monthly wage if the instalments are ordered to be paid quotably, or one-half of the servant's weekly wage if the instalments are ordered to be paid quotably, or ordered to be paid quotably, or ordered to be paid weekly.

(5) If he shall be guilty of desertion A servant employed under a thirty-days contract or under a special contract may be guilty of desertion.

5766C Asia services who receives from his employer any Panalty of wages to advasce and who without good reason quits the serves b are see of such employer before such advance is fully separit or such on the state of the see of th

54. Me services shall be consisted under any of the base. He finit with sections of this Ordinance exempt section bury night etc. unless the employer shall lodge his complesses without under be delay after he becomes cognizant of the offence or alleged offerioe.

And employer of any servant shall be diable to a first Penalts not decerting less pounds with imprisonment in default of employee payment to imprisonment for a take not exceeding of to both such fine and imprisonment in case be shall guilty of any of the following sets or omissions, that is to

(1) If he shall withhold the wages of or

(2) If, before or after the expiration of the contract bearing of service, upon demand made and without lawful cause. he refuses to deliver or permit to be taken away any property belonging to such servant lawfully remaining or being upon such employer's land without reasonable and probable cause for believing that the property in question was lawfully detained?

(3) If he fails upon demand to supply or deliver to Estima to such services, the food, blimber or other articles stipulated supply for for in any written centracts of service, or if he supplies or for in any delivers foed, blanket or other articles not conformable to written the said contract.

(a) If he shall fails to comply with any of the Non-compliance provisions or requirements of sections twenty four to their with provis inclusive of this Ordinance

658 Every person complained against or charged with Defendant a an offence under this Ordinance shall be a compotent but not witness. a compellable without

L And services who receives from his employer any Penalty . wages to odvasce and who without good reason quite the serva ervise of such employer before such advance is fully repaid work E-PLEME TO E THE ne ruesths.

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etc., stipulated

(4) If he shall fails to comply with any of the Non-complise provisions or requirements of sections twent four to think with provisions (inclusive) of this Ordinance

5058: Every person complained against or charged with Defendant a an offence under this Ordinance shall be a competent but not competent n compellable wither J. 18 19 1 1 3

Defendant not to be compelle to enter the dark except in actum events. No person against whom a constituent is made under this Cretionice, who is not immediately before the hearing of such compilaint in actual custody, shall be compelled to entire the dock or place assatty assigned for prisoners under total in the court or shall be otherwise treated as under streat diring the hearing of such compilaint; Provided that this original is for magistrate before whom the compilaint is heard, as fall be necessary, in order to secure the attendance of such amplitude or servant, that he should be placed in custody, it shall be fawful for such inspectitute to course such person to be accessed and detained on custody.

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buts. When the properties imposes any now of enforces naying of enforces that such the or sum when recovering or on the part thereof he tracks at shall be applied to compensate any employer or sum for any wrong or damage agatamed by the by Eggen of the art of their in respect of which the time was imposed in to repeat of the contract of strongs.

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6356: Whenever it shall appears to a magistrate having market too to aluminate upon a complaint made by a servant had such servant here not the means and a otherwise unable to natural food for hundriff nothing the determination of his constitution to the supplied with measurements food to the expent of the Government, but, it shall not all the expent of the Government, but, it shall not be supplied with the cost through shall be a debt due to the Government from such servant and maybe deducted by the consistent from any money rectived by him for or on behalf of such servant or shall affinewers to used by the servant.

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4) 60: In any complaint under this Ordinance day process of the court of the respectate for competing the attendance of the court of the respectate for competing the attendance of the public charge and without any less of court facts of the public charge and without any less of court facts of the public charge and without any less of court facts of the public to a fine no exceeding the points, and to defray the casts of the recover and of the winesses in the case, and in default of payment of such fine and costs, shall be able to be impressed for any period set exceeding one month; revided also, that such fine may be imposed upon the occasion of such trial and without any fresh action of proceeding for the recovery thereof.

Nothing in this Ordinance shall prevent de Person, corployer or servant from being proceeded against according against 6 to hiw for day offence punishable under any law in force in offence pul the Colony.

66 92. Nothing in this Ordinance shall prevent any Saving as to eniplayer or servant from enforcing their respective rights and contract of remedies for any breach or non-performance of any lawfal abread contract of service made outside of the Colony, but the respective rights of such parties under such contract as wen against each other as against third parties invading such rights may be enforced in the same manner as other contracts arising thereout may be enforced and as if this Ordinance had not been made: Provided that, whenever any such contract has been executed in conformity with this Ordinance, it shall be enforced in the same manner as a contract entered into under this Ordinance, But iso written contract the tenor and execution of which are not in conformity with this Ordinance shall be enforced as against a servant who is unable in and understand writing Any such contract they a deemed excepted in conformity with this Ordinance which is signed by the names or marks of the contracting parties and bears, as concern; any illiterate parties an attestation to the like offer. as is prestibed by section for thereof.

Will the contract was mode at the United Kingdom or else where in His Majesty's deminions or in a British projectorate, the attestation may be by any justice of the peace or other officer authorised by law to take affidavite of to attest contracts of service In imade in any foreign parts the attestation may be by any judge or magistrate, being authenticated by the official seal of the court to which he is attached, or by, any British minister, consul, vice consul or consular agent.

63. (1) Save as is hereinafter otherwise provided this Ordinance shall not apply to any contract governed by Imperial less relating to shipping or affect the rights and remedies of the parties thereunder.

(2) Every agreement entered into in the Colony master of any ship to which Part II of the Merchant Shipping Act, 1894, applies, for the paragement of any native or, as a seaman, shall contain, manufaction to the firms equ by or under the aforesaid Act, a stipulation of the master, that wif the service of the souman engaged shell terminate for

of the seamon or by the consent of the attent to describe of the seamon or by the consent of the attent to be described during the reference of the agreement at my part or place effects the Colony or the dominions of the Sultan of Zafizibar, he will make adequate provision, as is heparatter defined, for the maintenance and return of the matten, to the part in the Colony at which its was adopted.

- Shapping Act, 1814, applies carries any Arab of matter to see as a scanson without entering into an acreement containing a stipulation required by the pracedure, subsection he shall, for each offence, he liable to it fine, not exceeding fiftee, pounds
- G. In the preceding subsections and terms. And or bative shall meligide only Aribe and native of or ordinarity resident in the Colony or the dominions of the Sultan of Zanapperon make Quanta Photochemia.

Thattern adequate provision shall mean such provision as a moster is reduced by the Merchant Shipping Act, 1906 to make in respect of the against man, and return of a seminar to whom the provisions of the said Act are applicable.

by The provisions of subsections (2) and (a) of the tion shall not apply to the eigenvalue of an Arab or active a seminal on a vessel galling at the pairts of the Colony of the dominions of the Suitan of Zanzibur about.

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- of 184. (I) the travernor may appear it such persons as he may think fit and as occasion may require special magnetiates for Colorie of for any district or districts thereof who shall both office during the Governor's pleasure and whose appointment shall be marified in the conzette.
- (b) special magnetiate shall have and exercise within the limits of which he is appointed such powers, rights, duties and jurisdiction as an exeted in a special magnetiate by virtue of this Ordinance or may be exercised in relation to this Ordinance by a magnetiate holding a schooling's egent of the first class.

Magistrate or justice of the peace may end land or buildings purpose of Ordinance

55 851 hay reories at one time enter mon any form, in the any indicate what Continues at one time enter mon any form, into any building where any servant is employed or fromed.

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So person shall seve, or promise to an Apab, illarist in Chinoso Islander in Balughi bouns in Affica. omali or a native any advance of wages or any visinable of indepartion supon as condition expressed or into Gab, Malagasy, Comovo Islander, Baluchi born in Africa const, or native or any dependant of his shall enter upon at mployment

(2) No employer shall give to a servant during say one month any advances of wages, whether in money or my kind exceeding in the aggregate one month's wages of such servant

71. The wife and family of a servant may, with the written consent of the employer reside with such servant at his prace of employment

Provided that the wife and family of such servant should not so reside for any period in excess of 1300 weeks unless an addition to the written consent of the employer, such wife and family have received the written permission of a magis

72. Yav person contravening any of the provisions of this Ordinated or any Rules made thereunder for which no special penalty is provided shall on conviction be hable to a fine not exceeding thirty points and, in default of payment, to impresonment for a period hot exceeding three months

88. Any person who shall give or shall offers to give any Penalty for money or other gift to any gazetted native chief or headman giving with a view to securing a supply of labour shall, on conviction, headman he liable to a fine not exceeding free pounds.

## PART II.

Appeartment of Inspectors of Labour and they Rights Powers and Duties.

73.87 (1) The Covernor may from time to time Appoint Appointment of such inspectors (under the title of inspectors of labour) and inspectors of labour such clerks and servants as he may deem necessary to the purposes of the execution of this Ordinance, and may constitute if he shall-think at, a principal inspector of labour with an office in Nairobi; and may, either generally or in particular cases, regulate the cases and manner in which the hispectors of labour or any of them are to execute and perform the powers and duties of inspectors to this Ordinance conferred, and may temove such inspectors wherks and servants.

(2) Notice of the appointment of every such apspector of labour shall be published in the Gazette.

11.88. An inspector of labour under this Ordinance shall, Powers of for the purposes of the execution of this Ordinance, have habour. power to do all or any of the following matters or things; martiely .

(I To enter, inspect and examine at al. reasonable times by day and night any labour encampment or any farm or holding or other land whatsoever or any house. Ladding or other erection whatsoever and every join of any of the aforesaid when he has teasonable cause to beheve fairly servant, other than a fortestic servant, is living, residue or longloved thereon or therein, and after such entry as aforesaid or otherwise to make such inquiry and examination as may be no essare to ascerbain whether the provisions of this Ordinance are being complied with so far as regards any servant hying, residing or being employed in any such labour encampment, farnet holding or other land or in any such house, building other erection as aforesaid; and if he shall deem fit, to take with him, in any of the cases aforesaid, a police constable or constables:

(2) At all reasonables times and without undue interference with he work to require the production of any servant, contracts of service labour wage or other

register, certificate of physical fitness or other document whatsoever relating to servants from any person required by any law in force to be in possession of the same :

(b) To enter, inspect and examine any hospital buildings and all lattines and other santar, artangements and any water supply:

I by dispect and examine of food provided for the use of servants and to take samples the read and to ascertain d reasonable meanines and dressings are prescried for the use of servants. Any sample taken major this provision shall be taken in diplicate in the presence of the employer and whall he sented in the presence of the employer and and supply, so scaled shall to left with the employer;

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the in The take communice of any offence under now of the proposed of this Ordinance committed by an Semployer and the Tacts to the Chief Nation Commissioner when the direct such officers is he may point by bette few edings. Such officer may prosecute and appear in the morning in a spect of the same and

to in thate or to appear or both to mettine and sign is on both ill at any servant in any ovel proceed agor a serveral as miss to master in respect of any matter or thing or ease. I then sussing bong or is in the course of the employment shether such cavil precedings shall be contemplated or instituted to the arrival buriself or be easil proceedings ordered by a tangestrate in their of commat proceedings pursuant to the provisions of section fort four of the ordinance;

(7) To attest all written contracts of service required Dy law to be attested or any alteration in the same in all respects as a magistrate or justice of the peace can attest contracts of service under the provisions of this Ordinance.

75 89. \ (partitionent medical officer may for the purposes of the execution of this Ordinance exercise the powers conferred upon an inspector of labour by section sixty eight (1) to (inclusive of this Ordinance, and shall further have power to do all or any of the following matters or things namely

(6) (a) To institute proceedings in respect of any officer committed by an employer against any of the provisions of this Ordinance, or of any Ordinance amending the same and to proscente and appear in his own name in respect of the same;

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- (1) To order any servant who in his opinion is sick And is incapable of recovering his health or strength under conditions prevailing at the place of employment to return to the place of engagen at or to proceed to mative epil I sprtal. In any such case the employer shall at the earliest opportunity and at his own expense, send such servint to a native and hospital or to the place of 1 - 212 1 1 1 do Com
- C. To combon a tood provided for (natives which in his assimon is usen for human consumption t to foods. condended under the provisions of this section small be given or sold to any hateve th an employer objects to any Just condennation of food under this printing two samples of the food shall be taken in the presence of the medical officer at Lot the employer and one such sample shall be socied and sent to the Government analyst and the other satisfier of oil he scaled and left with the emiflover;
- 3) To condend was if it a minding or other election whatsoever in which any servant is himself graph ged if in his opinion such house, building or other election is unfitted by either its construction, sunation or condition for the purpose to which a regist No such home building or other election so an adequated shall to used for the (foresaid physics antil ) G vernment medical officer of a quently copy field that the house limbling on oil. . ... may be used for such purpose (
- de the upply of ach variety of food for a wresatt as he may deem ne ssary : Provided that the coes al the free supplied under any such order built not exceed the normal cost of fations ordinally supplied by employers to my santo in that distinct it the timb
- i) To order the employer to supply a servant working under a written contract of service with one or more suitable blankers or with clothing. In my such case the reasonable cost shall be paid by the servant and mayabe deducted from the remuneration of the servant and until the whole or a portion of such cost shall have been paid or deducted or otherwise paid by the servant the blanket or blankets or clothing supplied shall remain the property of the employer;
- (6) To inspect all drugs and medicines provided for the use of servants.

Appeal.

16 16: In respect of orders given under clause (5) of section sixty sight of this Ordinance and in respect of orders given under charge (2) to (6) inclusive of section sixty nine of this Ordinance, there shall be a right of appeal within a period of fourteen days to a magistrate holding a gustrainate court of the first or second class or to such other person or body of persons as the Governor may by notice in the Gazette, appoint for the purpose

Offence

1772. Every person who wilfully delays an inspector of labour or a tiovernment medical officer in the exercise of any power granted by this Ordinance, of who neglects or tails to comply with any requisition projecter of an inspector of labour in parameter a section state with hereof of with and differ of a section wixey of the latter of service, register, the latter of service, register. constitute of physical fitness or other document whatsoever which he is required by or in accordance with this Ordinance to produce or who conceals or prevents any servant from appearing before or being examined by an inspector of labour to Government medical officer or who attempts so to conceal As propert a servent, shall be guilty of a offence and on convic wice has unsistinte entitled to hold a subordinate court of the first of second class shall be liable to a period of imprison ment of eather description and exceeding one month or to a fine of the grant of the form of the second of beginner to importantial for any blue of muchy one moret

Provisions in Reprie to Modical Certification of Physical Filmess of Servants

Prohibition against against employment of natives without medical certificate first had and obtained.

22. An person shall employ or cause to be employed any mative who has been recruited for bour by a labour agent as a servant index any contrast of service, and to thour agent shall engage or enter into a contract of service on bobalf of an employer, unless and outil such native shall have been first examined by a foreground medical officer and a certificate in writing shall have been obtained from such Government medical officer that such native so examined by him as aforestial is physically fit to perform the duties under or the work contemplated by the proposed or intended contract of service.

Medicai examination

To 75. A Government medical officer shall examine free of charge every native brongs to him by an employer or labour heavy for examination in accordance with the provisions of the proceeding sections to such furners fluggest because for the proceeding sections to such funds fluggest because for the proceeding sections to such funds for the proceeding sections as the funds fluggest because it will be such a both of the proceeding sections of the formal funds of the proceeding sections of the proceeding

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19 74. Notwithstanding anything herein before contained Prohibition no native of the apparent age of exteen years shall in an against case be employed or be caused to be employed as a porter, fuel waters under entrer trolley or rickshaw boy or in any other class of labour the upparent for which in the opinion of a Government medical officer he is physically unsnitable

275. Any meline who has been referred ?" a Correcument Name medical officer after said exercises to a hareinbefore examination to mention to a physically with for the work for which he has beer required or in which he is instanded to be employed shall expense of be re to I to he bound or piece at the rather at it the experied start nerson ad the property who recovered how or produced how for modical producing such I Village descenti

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Power of the mor in Council to make Rules.

TI. (1) The Governor in Council may make rrules Power of prescribing, either generally or in particular cases or for Governor in particular areas, the mode in which all or may of the duties make rules. imposed upon an employer by this Ordinance shall be performed by such employer, and prescribing the acts necessary or requisite to be performed by such employer for the due fulfilment of any such duties imposed upon him as aforesaid and generally for the better carrying into effect the provisions. of this Ordinance.

(2) In particular, by the foregoing subsection, such a const

ticular rates or by partial at or any of the following matters Crat is to say -

(a) The housing accommodation of servente including sanitary arrangements

(b) The tending of servants, in cases where food is to be supplied by the employer under the contrast of service including the amount, kind and variety of food to no supplied ;

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82. 40 The Givernor in Council may make Kink a rail Power of or any of shesfollowing purposes

(a) Prescribing either cenerally or published make Rules for particular areas, the dates of and the acts to be performed by an employer in respect of all or any of the following matters

6) the premises in which servints are housed or ." employed, meliding suntary arrangements and a second

the feeding of servants in costs where for to be supplied by the employer under the or fract of service, prescribing the largebra. In and watery of free trade supplied to the core of the sick-raid framed.

the the care of services in transit botween their homes and the place of their employment;

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in to schedule herety, and with a the expiration of the said period provide each of the employed who dealess it with sufficient means of returning to the place at which he was hired.

In witness whereof the said parties have hereunto set their hands or made their marks at before the the day and year first above written

Signature or Employee

## THE SCHEDULK

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which payment well and truly to be made as liquidated damages and not as a penalty, we bind ourselves jointly and severally, and our heirs, executors, and administrators, and every one of them from the these presents. Seved with our seals, flated this ..... day of.

The condition of the above-written obligation is such that if the employer " the employer of the said (6) thereinafter called the employed") do pay to each a the employed performing their part of the agreement after not paid the several successful march set opposite to their is specific names in the schiedule to an agreement in she and entered into between the culphysis and coplosed at on the in , and are sell by Charge in remediat the pay cent to be completed from the day of then July 1 Per Sel All and the find and franish the said replaces and the subsistence set apposite to their respective and in the said polarial at regular (10) period to resource as aforesaid and do further at the expirathat of the terra of 44: computed from the day of deporture of the sort apployed, provides the said employed or and of their desiring with sufficient means to a form or with a free procago and subsistence during such pressure back to (12) the place at which the said agreement was me sted, as a good and promised by the said employer in the said a comment, and to execute, corporate and perform his part of the and agreement in all nesse is then this obligation to be and otherwise to be infull for and come.

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t'Fo be signed and scaled by each of the obligants and attested if practicable by the officer attesting the relative agreement.)

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for a period exceeding	seven who	le consecutiv	e days, thereby
committing the offence	of desertion	n.	
I therefore apply	for a warra	nt for the at	rest of the said
accused to answer the	above com	plaint, which	I undertake to
beta-tiet outh .	then require	ad to do so	

19. between (apperson not under the age sixteen years) of of the one part and the other part.

Witnessoth as tollow-

hereby winds tunient apprentice 1. The said .. to the said a for years from the date harebt, and agrees during that term to faithfully erve the said and obey his lawful commands and not to absent himself by day or night from the service of the said. - without leave

2. The said ... agrees with the said ... that during the said term he will provide him with sufficient good food and drink and lodging and suitable clothing, and medical advice and medicine and will instruct him or cause whim to be instructed in the employment of ......

In witness whereof (1) and year first above written. Attestation and approval as in the form under Section sixteen.

100	BOCH AGENT & 1	BILLINE	Mary St.
Application for permit-	beligis. Permis	non is becely a	utte <b>d to</b>
For	For the	e period of	
Date of regeipt, T.		beginning	
Pate of issue of permit	and e	thiring rult natives in the	and the second
Date of commencement of		ASSA CALL	
Date of expiration of per	rmit In the	district of	
	upon t	he conditions end	const Mareto

CONDITIONS ENDORSED ON PERMIT.

nter shall obey all lawful requirements of any magistrate

(2) The recursion shall comply with the conditions of the Master and Separate Ordinance, with any order published thereunder, as regards feeding, ciothing, housing, and otherwise faring for any native ceruited by him while such native is travelling to and from the seasily in which his to be employed, and shall further comply with any special conditions (if any) attached to this permit.

(3) Special conditions (if

Dated this.

......day of......

Employer.

This dood made	RENTICESHIP LANDER SECTION 18
19. between	aperson not under the age of
sixteen years) of	of the one part and
of .	of the other part
State of	an time stelled burner. See a see a see a
Witnessoth as toll	live -
	The state of the s
1. Thereand	hereby binds burned, apprentice
to the ship him	for years from the date hereof,
and agrees during th	nat term to faithfully serve the said
and ebey	his lawful commands and not to absent
timiself by day or high	t from the service of the said.
without leave	
1. The sun	agreen with the said
that during the said to	and he will provide him with sufficient
good food and drink a	and lodging and suitable clothing, and
medical advice and me	edicine and will instruct him or cause
him to be instructed in	the employment of
1.00	total and the second
la witness where	
and year first above wi	ritten. Attestation and approval as in
the form under Section	sixteen:
40	Land Bridge Bridge Control of the Co
(1) As in note (2) to f	orm under stion sixthen.
5.5	
Fano	GR AGENT'S PERSON
1.07	
application for permit by:	Permission as hereby granted to
with the state of the state of	The state of the s
For	Ear the period of
Date of regeipt	Aropana beginning and the second
Onterof, issue of permit	And expiring
Date of commencement of	"To recruit natives in the district of
oute of commencement of	· · · · · · · · · · · · · · · · · · ·
Date of expiration of permit	As In the district of
partial of permut	Upon the conditions endorsed ligger
4	epoit tile conditions endersed secele
/	

460-69	0.13	dhe	N 40 W. W.	۰
escapital de la companya del companya del companya de la companya	Cospituose	ETHORSEN OV	Danser	

(a) Described the special conditions of the Master and Serial Conditions, housing, and otherwise Carrier for any native recruited by him while such native is traveling to an form the locality in which he is to be employed, and shall further comply with any special conditions (if any) attached to this permit.

(3) Special conditions (if any).

(Underwection 38 of the	he imployment of Sereants Designate?
	1935-)
1 hereby certify	that
son of	a invenile
dia din racensed tro	om
his lother	
4"15000000000000000000000000000000000000	registration number
arm kills and the second	
A mis Summing	s/o
	registration number.
sg. (1) me, idente-	ed under section 28 of the Employment
the permission, require	d under section 28 of the Employment
of Servants Ordinance	1935, to seek employment.
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	The second second second
(1) Strike out words	not regulred.
	ORM OF COMPLAINT.
(Under-section 4.) of t	the Employment of Servants Ordinanca,
	1985.
I. C.	o(
	hereby pauke
complaint as follows	quainst
Reg. No.	hereinafter referred to as
"the accused"	
1. That the said	accused on theday
of an artist of	The was a servant employed by me at
	under a contract of service:
made under the proj	isions of the Employment of Servants
Ordinance, 1996.	
	contrast of service was s-
	net for a calendar month commencing
W TRIDEL COLLEGE	The state of the s
and the second second	
(b) = Verbal Written	30 days contract commencing
(a) Written Hery	about for
	og years
of William Comments	T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
(d) Written cont	Pact for
commenci	ng <sub>/</sub>
3. Phat on or ab	
A STATE OF THE STA	the said accused did, in contravention of
the terms of the sair	d contract, without lawful excuse absent
himself from his place	e of employment at
	, and has absented himself therefrom
for a veriod exceeding	ng seven whole consecutive days, thereby
committing the offen	ce of desertion
	y for a warrant for the arrest of the said
	when required to do so.

day of

Employer.

Dated this

# THE EMPLOYME. T OF SERVANTS BILL, 1935

# COMPARATIVE TABLE

Clause of the Bill.	Corresponding section of Chapter 139 of the Revised	Remarks
	Edition.	
the or and the same of	The second	
1		*
	No White the	Short title.
K &	Mary 3 miles	"labour forwarding agent",
esal () e	W.	"i wrothe", "private recruiter
	25	"trackle", "private recruiter "trak" and "task work" are ne and are based on the bill app
	Can to	by the Secretary of State in telegram of 19th May, 1931, her
	114	after referred to as the Bill The definition of terrent is
		The definition of terrent is
3,	3(2)	
4.	3A as amend e	d by Ordinance No.7, of 1926.
5.	6A	-40-
6.(1)		
(2)	· v <sup>r</sup>	Clause 3 of the Bill.
4.7	3(1) and (5)	Fig.
8.	6	
		Tall the
	19/2	
The state of	8	
11.	The state of the s	San Carlotter
12.	10	4.20
13.	11	
14.	A STATE OF THE STA	*
	12	
15.	13	
16.	14	*
174		Clause 23 of the Bill.
18.	77 M	Clause 24 of the Bill.
19.	15 and Cleurs	7 of the Bill.
		or one Bill.
20.	16	

17 18 19

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Two		7.4	**	
Clause of the Bill.	Corresponding section of	The state of the s	- Commence of the Commence of	
	Chapter 139 of the	R	emarka.	

	of the Revised Edition.	ACHE FAS .
24.	20	*****
25.	21	
26.	22	
27.	23	Towns Aller William
28.		Clause to ar the same.
<b></b>		Marriet to at the state
304)(		Chapte 20 of the Bill.
31.	24 )/	
32.	26	
*3 <sub>0</sub>	**	
38.	27 28	
36.	29	
37.	50	
38.	33.	
30.	38	
40.		Clause 29 of the Ball.
41.		Clause 30 of the Bill.
42.	40	
43.	130	Clause 32 of the Bill.
44.	41	
45.	42	
4.6 .	43	
47.	44	Market .
48.	45	vij ne di
49.	46	
50		Sections 41A and 41B of Uganda
51.	47	Ordinance No.9 of 1933.