

11A. Deferred pay or allotments of wages which will be limited to 15 per cent. for men with their wives or family, and 30 per cent. for single men, will be deposited with the Administration in sterling, and converted into dollars at the cost of the Administration when the labourers leave for China, or when the same is remitted. The deferred balance of pay will be handed, plus a reasonable rate of interest on the sterling value, to each labourer as he embarks for home. Such deferred pay cannot be used for paying labourers' debts or fines imposed by local authorities. A labourer may make an allotment of his wages in lieu of the above if preferred to his relations in China.

12. The Government of Western Samoa will take every reasonable care that the labourers are not ill-treated. No labourer shall be subject to corporal punishment, either by whipping, kicking, or confinement, or by any other device whereby the labourer is made to suffer bodily by the employer, or his representative or overseer, under any pretext whatever. The labourer shall also enjoy the same treatment as is ordinarily accorded to subjects of civilized nations.

13. For the protection of the labourers, the Government of Samoa have appointed an officer in the person of the Chinese Commissioner. To this officer (as also to the Chinese Consul) the labourer may lodge any complaint against his employer, who will in the first place investigate the complaint. The right of the labourer to take legal action against his employer is not stayed thereby.

14. If the labourer has urgent business that requires him to leave his work for the time being, he must ask the permission of his employer or his representative. Such permission must not be refused without good reason. The Chinese Commissioner will determine what is good reason.

15. The labourers now being recruited shall also enjoy any advantages granted to future indentured labour.

16. Should the labourer die owing to the influence of work or climate, or become totally unfit for work on account of such work, the employer must pay him or his family compensation equal to one year's pay. Compensation is to be paid for—killed at work, death caused by injury at work, death on account of climate, and permanent bodily injury. The authorities must see that the deceased are properly enshrouded, encoffined, and interred, or sent back to China if required. Property and moneys are to be remitted at the expense of the employer through the Chinese Consul to the high authorities as mentioned in paragraph 9.

17. The labourer, before signing this contract in China, must undergo a medical examination in order to show that he is fit to carry out the work he has contracted to do. The text of the contract has to be printed in English and Chinese. One copy is to be given to the employer and one to each labourer. It is to be clearly and carefully explained before signing. Labourers who are unable to write may make their mark or record their finger-prints, in which case two witnesses are required.

18. The labourer agrees to undertake willingly and carry out faithfully all and any kind of work necessary in running a farm, plantation, or household. Those boys employed as house-boys, cooks, and domestic servants agree to remain on the place and do the necessary work on every other Sunday, and every other holiday, for which he shall receive extra pay as detailed in paragraph 2, such payments to be made at the end of each month. He further agrees to work overtime at any time on request, not exceeding ten hours per week, such overtime to be compensated for, at the option of the employer and agreed to by the labourer, either by the same number of hours to be given free, or by a cash payment for every hour worked overtime during the month.

19. As stated in clause 6, the term of this contract is for three years, starting on the day of leaving China, but it is agreed that this term be reduced or increased as is necessary to arrange for the arrival of a transport in Samoa to repatriate all time-expired men. The Administration undertake to repatriate all time-expired men within four months of the expiry of their contracts, during which period they must remain with their late employers, on the same terms as under this contract.

20. No gambling, opium-smoking, or drinking is allowed in the islands of Western Samoa, and all temptations leading to bad habits and extravagance are prohibited. At the expiry of a contract any advances made by an employer are to be considered void.

21. In the interpretation of these regulations only the English text will be followed.

Signed at Canton, this 7th day of June, 1920.

*[Signatures follow of the Commissioner of Foreign Affairs, Canton,
and Representatives of Western Samoa.]*

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