

THE ISLAND OF NAURU

No. 1 of 1953

A N O R D I N A N C E

To amend the Chinese and Native Labour Ordinance  
1922-1924.

BE it ordained by the Administrator of the Island of Nauru acting in pursuance of the powers conferred by Article I of the Agreement dated the second day of July, 1919, between the Government of the United Kingdom, the Government of the Commonwealth of Australia and the Government of the Dominion of New Zealand, as follows:-

Short title  
and  
citation.

1.--(1.) This Ordinance may be cited as the Chinese and Native Labour Ordinance 1953.

(2.) The Chinese and Native Labour Ordinance 1922-1924 is in this Ordinance referred to as the Principal Ordinance.

(3.) The Principal Ordinance, as amended by this Ordinance, may be cited as the Chinese and Native Labour Ordinance 1922-1953.

2. Section three of the Principal Ordinance is amended by inserting after the definition of "employer" the following definition:-

"'the Court' means the Central Court established under the Judiciary Ordinance 1922-1952."

3. Section eight of the Principal Ordinance is repealed and the following sections inserted in its stead:-

"8.--(1.) The Court may, on the application of an employer, terminate a contract for service.

"(2.) Where a contract is terminated in pursuance of this section, the Court may determine -

(a) what proportion of the wages (if any) held by the employer on behalf of the labourer shall be paid to the labourer;

- (b) what proportion of the wages (if any) shall be paid to the employer by way of liquidated damages; and
- (c) whether the employer shall be under any obligation to return the labourer to his home.

"(3.) Without in any way limiting the grounds on which the Court may terminate a contract under this section, the following shall be sufficient grounds for that termination:-

- (a) ill-health of the labourer;
- (b) that the labourer is exerting a bad influence upon his fellow-workers;
- (c) that the labourer has absented himself from work for a period exceeding seven days;
- (d) that the labourer is imprisoned for a period exceeding seven days; or
- (e) that the labourer does not at all times, and to the best of his ability, perform the duties allotted to him under the contract.

"8A.-(1.) The Court may, on the application of a labourer, terminate a contract for service.

"(2.) Where a contract is terminated in pursuance of this section, the Court shall determine what sum (if any) the employer shall pay to the labourer by way of liquidated damages.

"(3.) Without in any way limiting the grounds on which the Court may terminate a contract under this section, the following shall be sufficient grounds for that termination:-

- (a) ill-health of the labourer;
- (b) a breach of the contract on the part of the employer; or
- (c) that the labourer has been assaulted by the employer or an overseer or foreman in the employment of the employer.

"(4.) Where a contract is terminated under this section, the Court may order the employer to pay to the labourer the

value of the fares of the labourer and, if the labourer's wife and children resided at the place of employment, of their fares to the labourer's home, and if the labourer is not able to return home immediately after the termination of the contract, the Court may order the money to be held in trust for use for the payment of such fares when required.

"(5.) Where a contract is terminated under this section on the ground specified in paragraph (c) of subsection (3.) of this section, the Court may order that arrangements be made at the expense of the employer for the accommodation of the labourer and his wife and children, if they resided with him at the place of employment, for the period between the termination of the contract and the first opportunity for the return home of the labourer and his wife and children.

"8B. An employer and a labourer may, with the approval of and subject to such conditions as are specified by the Administrator, terminate a contract by mutual consent.

"8C.-(1.) The Court may, at any time, on the application of an employer, order that a contract be varied by relieving the employer of his obligations to pay such part of a labourer's deferred wages as the Court directs by way of liquidated damages.

"(2.) Without in any way limiting the grounds on which the Court may order a contract to be varied under this section, the following shall be deemed to be sufficient grounds for any such order:-

- (a) absence of the labourer from his employment without permission or just cause;
- (b) refusal by the labourer to perform work lawfully allotted;
- (c) failure by the labourer to show ordinary diligence;

(d) any other breach of the contract on the part of the labourer; or

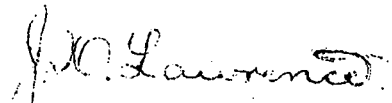
(e) negligence on the part of a labourer resulting in the loss of or damage to the employer's property."

4. Sections fourteen, nineteen, twenty-one, twenty-six and thirty-one of the Principal Ordinance are repealed.

5. Section forty-one of the Principal Ordinance is amended by inserting after the word "expiration" the words "or termination".

6. Section forty-four of the Principal Ordinance is amended by inserting after the word "labourer" the words "whose contract has expired or has been terminated".

Dated this twenty fifth day of July, 1953.

  
Administrator of the Island of  
Nauru.