

one part, and _____, of _____ (hereinafter referred to as "the labourer"), of the other part, witnesseth that—

1. The labourer hereby agrees to hire himself to labour for the employer at [Place] according to the best of his knowledge and ability, on land or water; and further agrees that he will obey all reasonable and proper orders of the employer, or the manager, agent, or overseer of the employer, consistent with the terms hereof.

2. The hours of labour shall be from _____ a.m. to noon; and from _____ p.m. to _____ p.m. except on Saturdays, when the hours of labour shall be from _____ a.m. to noon.

3. The following shall be considered days of rest: Sundays, Good Friday, Christmas Day, New Year's Day, and also (in French possessions) 14th July and 1st November.

4. In cases of urgent necessity the labourer may be required to work upon any of the specified days of rest, or on working-days during hours of rest, in which cases the employer shall pay the labourer at the rate of 6d. per hour in addition to the wages herein stated.

5. Subject to the provisions hereinafter contained the employer shall pay to the labourer wages at the rate of £ _____ per calendar month, computed from the date of this agreement to the date upon which the labourer shall be again returned to the island from whence he was engaged. The said wages shall be paid in manner following, that is to say:—

(a.) In advance, and upon the execution of this agreement, a sum not exceeding one month's wages: and

(b.) Thereafter the sum of £1 per month (being a portion of the said wages) to be paid to the labourer within seven days after the end of each successive month; and the balance of the said wages, and all overtime earned by the labourer, to be paid to the labourer in the presence of the Resident Commissioner, or of some person appointed by him, or of the Resident Agent, at the island from whence the labourer was engaged, on his return to the said island.

6. If the labourer shall be incapacitated by sickness or accident not due to his own fault or misconduct he shall, during the first month of absence from work, receive at the rate of his full wage; and during the succeeding months, while he shall be incapacitated, or until the period of his engagement shall have expired and until he shall be returned to the island from whence he was engaged, he shall be entitled to receive at the rate of one-half the wage fixed by this agreement.

7. No wages shall be paid to the labourer if he shall be incapacitated by sickness or accident arising from his own fault or misconduct.

8. If the labourer shall absent himself from work a sum not exceeding 4s. per day may be deducted from his wages for every day he shall be so absent. For continued absence from work the employer may dismiss the labourer, but nevertheless shall be obliged to find the labourer in food and lodging, and to return the labourer to the island from whence he was engaged, at or before the expiration of the period for which he was engaged.

9. In the event of the death of the labourer all wages then accrued due to him shall be paid into the hands of the Resident Commissioner.

10. At the expiration of the period for which the labourer shall have been engaged the employer, at his own expense, shall return the labourer to the island from whence he was engaged. If the employer shall return the labourer to such island at any time before the expiration of such period, the employer shall nevertheless be liable to pay the wages herein stated for the full term of the engagement.

11. In addition to the rate of wages herein stated the employer shall provide the labourer with proper and sufficient food as hereinafter provided—that is to say, [Here state schedule of food to be given]; and also with proper and sufficient water, accommodation, and necessary medical comforts.

In witness whereof the said parties have hereunto set their hands the day and year first before written.

Signed by the said parties in my presence; and I certify that the foregoing agreement was fully explained to the labourer aforesaid in the Maori language, and he appeared perfectly to understand the same.

[R.C. or R.A.]

J. F. ANDREWS,
Clerk of the Executive Council.