

Criminal session of December 13th, 1912

Public Prosecutor versus Anatole Vigoreux, Manager of the Société Française des Nègres Hébraïques, Port Vila, accused of a breach of Article 43 of the Convention of 1906.

This thirteenth day of December, one thousand nine hundred and twelve, at 3 o'clock P.M., the Joint Court, consisting of the President, Comte Paulina Esperanza; the French Judge, Jean Colonna; the British Judge, P. E. Rossby; in the presence of the Public Prosecutor, Comte Andino; M. Benzel, Registrar of the Court, recording; sitting as a Court of summary jurisdiction, of first and last instance, in public session, after deliberation, delivered the following judgment:

The Joint Court

having heard read the documents of the case; nothing for the accused; having heard the sworn witnesses in their testimony; the Public Prosecutor in his charge;

Formally

whereas, although duly summoned, M^r. Vigoreux is not present either in person or by proxy;

and whereas the Public Prosecutor asks for judgment by default against the accused for non-appearance; and whereas there is cause to accede to this request;

The Case.

whereas M^r. Vigoreux, Manager of the S.F.N.H. is accused of having transferred to M^r. Estripeant, eleven New-Hebridean boys without having complied with the formalities required by Article 43 of the Convention of October 20th, 1906;

whereas, however, and in the first place, from a document of the case, it appears that the natives in question were engaged on December 28th, 1910 by M^r. Taponier, at that time Manager of the said S.F.N.H.; and whereas, while admitting that under the impulsion of M^r. Vigoreux the natives in question did work for M^r. Estripeant, M^r. Vigoreux could not transfer to natives whom he had not engaged and therefore could not be prosecuted on this charge;

and whereas in fact Article 43 before mentioned is precise when it states: "no transfer of a contract of engagement shall be permitted unless freely accepted by the laborer and authorized by the Resident Commissioner entitled to receive the notification of engagement or by the person appointed for the purpose. 2...", and whereas, then, one could not transfer laborers unless one had previously engaged them; and whereas the witnesses heard on oath stated that they always worked on land belonging to the S.F.N.H. and never on land belonging to M^r Estreplant; and whereas the prosecution has failed to show that the land, on which the ^{laborers} ~~boys~~ in question worked, was owned by or let to M^r Estreplant; whereas, finally, the witness Estreplant has stated on oath that the records of the laborers in question are still in the possession of the S.F.N.H. who pays them and ~~...~~ them to their homes in case of need; whereas in consequence the accusation is not proved;

For these reasons:

gives judgment by default against Vequorant, manager of the S.F.N.H. for non-appearance; discharges him without costs; orders the costs to be paid by the Condominium; charges, in case it be necessary, the usher to make known the present judgment.

Done, judged and Delivered, the day, month & year as at head.
By the Joint Court, the President, the French and British Judges who signed with the Registrar.

The President:
Wendell M. G.

The British Judge: The Registrar: The French Judge:

Certified true translation
of the Original

R. M. M. M.

Vila Dec 23rd 1917. Official Interpreter-Translator
New Hebrides to the Joint Court of the Condominium.