

CROWN OFFICE LIST

IN THE MATTER OF AN APPLICATION FOR JUDICIAL REVIEW

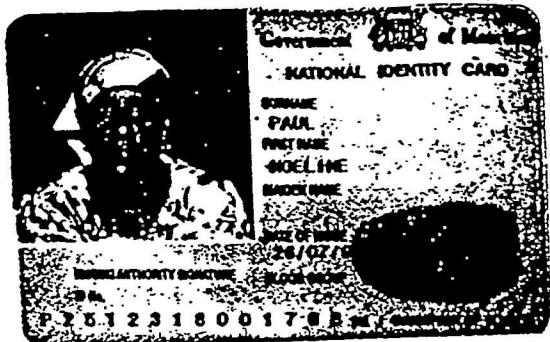
THE QUEEN -v- THE SECRETARY OF STATE FOR THE FOREIGN & COMMONWEALTH OFFICE (1)

HM COMMISSIONER FOR THE BRITISH INDIAN OCEAN TERRITORY (2)

EX PARTE LOUIS OLIVIER BANCOULT

STATEMENT OF NOELLINE PAUL

1. I, NOELLINE PAUL of Royal Road, Pointe Aux Sables, Mauritius make this Statement in support of the application for Judicial Review herein.
2. I was born on 25 December 1932 at Peros Banhos in the Chagos Islands.
3. When I was about 17 years of age, I met Joseph Beauchamps, and began living with him as husband and wife. He was born in the Seychelles and had accompanied his mother to Diego Garcia, where I met him, and where we both then lived and worked for many years. I believe Joseph had a written contract of employment when he first arrived. On the other hand, I had begun working for the company, Diego Limited, as soon as I was aged 14, and was never asked to sign a contract of employment whilst on the Chagos Islands.
4. In 1958 Joseph and I visited Mauritius. The passage was offered to us free of charge by the company. On arrival in Mauritius it was necessary to book our return passage. When we attended at the offices of the shipping agent in order to do this, we were asked questions in order to confirm that we were working for the company at Diego Garcia. The shipping agent insisted that both Joseph and I should sign contracts before he would allow us to book our passage.



However these contracts were not explained to us in detail, and neither Joseph nor I read English. We each appended our thumb print to two copies of the contract, one each was returned to us, and the other, bearing a photograph was retained by the shipping agent. I produce both copies of Joseph's contract, and the company copy of my contract. The company copies of both contracts where returned to me before we left the Islands in 1972. I believe that Mr Marcel Moulinie of Moulinie & Company Limited must have obtained these old contracts from previous owners of the plantations, Diego Limited.

5. I was never asked to sign a contract whilst on the Chagos Islands, and simply continued working as before. Ilois were never asked to sign written contracts on the Chagos Islands.
6. I left the Chagos Islands in 1972 in order to have a medical operation in the Seychelles. I was unwell for a long period, and by the time I was well enough to return, the Islands had closed down.
7. I believe the facts contained in this Statement are true.

SIGNED :

NOELLINE PAUL

DATED : 10.11.91

AGREEMENT

Between

THE

 Noelline Paul

and

 on one part

Diego Ltd,

on the other part

It is hereby agreed and covenanted that :—

1.—The said employer agrees to hire the services of Noelline Paul to work on the islands known by the name of Diego Garcia for a period of Three years commencing on the date of 24th December 1958

2.—The said employee agrees to render the said employer his services in the capacity of labourer including (for male servants) the upkeep and cleaning of the plantations, collecting coconuts and their preparation into coprah, digging and sifting guano, the loading and unloading of ships (or for female servants) the cleaning of the plantations and helping the male servants in the preparation of the coconuts into coprah for the period above stated.

3.—The employee shall not be made to work more than Eight hours exclusive one hour for breakfast.

4.—Any work performed at the request of the employer by the said labourer outside regular working hours shall be remunerated at the rate to be agreed between the said employer and the said employee.

5.—The said employee is expected to work on Sundays, Public and estate holidays whenever required and will be remunerated at the rate of one extra day's pay.

6.—The said employer agrees to pay to the said employee wages at the rate of Rs 10.50 from the day 24th December 1958

Such wages will be paid monthly in legal paper or metal currency of Mauritius.

7.—In addition to wages, the said employer agrees to supply to the said employee with the various articles as specified hereunder, i.e. rice, flour and maize (to be delivered in the proportion of available stock) at the rate of 10½ pds. per week, salt at the rate of 125 gr. per week, coconut oil, 500 grm. per week and that item of diet commonly known as "bouillon" shall be issued in cash or in kind to the value of Rs. 2.05 per month.

8.—The said employer undertakes to provide at his expense, house, accomodation, medical treatment and surgical care to the said employee.

9.—The said employer undertakes to pay the burial expenses in case of death of the said employee.

10.—In the event the employer shall employ the employee on any island or place other than that which is known by the name of Diego Garcia then this present contract of service may, on the complaint of the employee so improperly employed, be cancelled by the visiting Magistrate or the Labour Commissioner or any Officer deputed by him.

11.—It is agreed that if the abovementioned island be sold, alienated or transferred to another person or succeeded to by another person before the expiration of this present contract, the employee shall serve such other person according to the terms of this contract and such new employer is held bound towards the employee in all stipulations and obligations incumbant on the employer so replaced by him.

12.—Should the agreement be made to cease and determine previous to its date of expiry for whatever cause, the said employer undertakes to maintain the said employee at his expense until embarkation and to pay expenses of returning the said employee to Mauritius.

13.—In no case shall money be given in lieu of return passage.

14.—This agreement shall remain in force until such time as the employee is repatriated as hereunder specified.

The said employer further agrees that at the expiration of the said period to provide the said employee with sufficient means of returning to Mauritius or within three months after expiration of the said contract by the first ship leaving Diego-Garcia island with Mauritius as its destination.

15.—That the labourers shall receive pay at the same rate as aforesaid from the date of the termination of their contract to the date of their arrival in Mauritius and that the said labourers shall during the period from the date of the termination of their contract to the date of their leaving Diego-Garcia continue to do the work for which they were engaged at Diego-Garcia.

16.—That if the Company and any of the labourers, at the termination of this contract, wish to enter into a new contract of service, they will be free to do so provided (a) that the new contract will have to be made before the Magistrate who visits the Island of Diego-Garcia at the first visit of such Magistrate after the termination of the present contract, and (b) that, during the period between the date of termination of the present contract and the date of the signing of the new contract, the labourers shall receive pay at the same rate as stated in the present contract and shall continue to do the work for which they have been employed in the present contract.

Read and accepted by the employee.

Made in one original and three copies, in the Island of Mauritius.
this 24th day of December 1958


Signature Magistrate 2nd Division.



AGREEMENT

Between

THE Joseph Beauchamps

and

on one part

Griegard

on the other part

It is hereby agreed and covenanted that :—

1.—The said employer agrees to hire the services of Joseph Beauchamp to work on the island known by the name of Sri-Jam for a period of Three years commencing on the date of 1st December 1958.

2.—The said employee agrees to render the said employer his services in the capacity of labourer including (for male servants) the upkeep and cleaning of the plantations, collecting coconuts and their preparation into coprah, digging and sifting guano, the loading and unloading of ships (or for female servants) the cleaning of the plantations and helping the male servants in the preparation of the coconuts into coprah for the period above stated.

3.—The employee shall not be made to work more than Eight hours exclusive one hour for breakfast.

4.—Any work performed at the request of the employer by the said labourer outside regular working hours shall be remunerated at the rate to be agreed between the said employer and the said employee.

5.—The said employee is expected to work on Sundays, Public and estate holidays whenever required and will be remunerated at the rate of one extra day's pay.

6.—The said employer agrees to pay to the said employee wages at the rate of Rs 14.50/- from the day 24th December 1958.

Such wages will be paid monthly in legal paper or metal currency of Mauritius.

7.—In addition to wages, the said employer agrees to supply to the said employee with the various articles as specified hereunder, i.e. rice, flour and maize (to be delivered in the proportion of available stock) at the rate of 10¹ pounds per week, salt at the rate of 125 gr. per week; coconut oil, 500 grm. per week and that item of diet commonly known as "bouillon" shall be issued in cash or in kind to the value of Rs. 2.05 per month.

8.—The said employer undertakes to provide at his expense, house, accomodation, medical treatment and surgical care to the said employee.

9.—The said employer undertakes to pay the burial expenses in case of death of the said employee.

10.—In the event the employer shall employ the employee on any island or place other than that which is known by the name of Grenada then this present contract of service may, on the complaint of the employee so improperly employed, be cancelled by the Visiting Magistrate or the Labour Commissioner or any Officer deputed by him.

11.—It is agreed that if the abovementioned island be sold, alienated or transferred to another person or succeeded to by another person before the expiration of this present contract, the employee shall serve such other person according to the terms of this contract and such new employer is held bound towards the employee in all stipulations and obligations incumbant on the employer so replaced by him.

12.—Should the agreement be made to cease and determine previous to its date of expiry for whatever cause, the said employer undertakes to maintain the said employee at his expense until embarkation and to pay expenses of returning the said employee to Mauritius.

13.—In no case shall money be given in lieu of return passage.

14.—This agreement shall remain in force until such time as the employee is repatriated as hereunder specified.

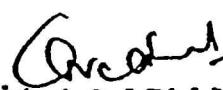
The said employer further agrees that at the expiration of the said period to provide the said employee with sufficient means of returning to Mauritius or within three months after expiration of the said contract by the first ship leaving Sri-J.-Farina island with Mauritius as its destination.

15.—That the labourers shall receive pay at the same rate as aforesaid from the date of the termination of their contract to the date of their arrival in Mauritius and that the said labourers shall during the period from the date of the termination of their contract to the date of their leaving Sri-J.-Farina continue to do the work for which they were engaged at Sri-J.-Farina.

16.—That if the Company and any of the labourers, at the termination of this contract, wish to enter into a new contract of service, they will be free to do so provided (a) that the new contract will have to be made before the Magistrate who visits the Island of Sri-J.-Farina at the first visit of such Magistrate after the termination of the present contract; and (b) that, during the period between the date of termination of the present contract and the date of the signing of the new contract, the labourers shall receive pay at the same rate as stated in the present contract and shall continue to do the work for which they have been employed in the present contract.

Read and accepted by the employee.

Made in one original and three copies, in the Island of Mauritius this 24th day of December 1958.


Signature Magistrate 2nd Division.



AGREEMENT

Between

THE Joseph Beauchamps

and

on one part

Diego Garcia

on the other part

It is hereby agreed and covenanted that :—

1.—The said employer agrees to hire the services of Joseph Beauchamps to work on the islands known by the name of Diego - Garcia for a period of Three years commencing on the date of 24th December, 1958

2.—The said employee agrees to render the said employer his services in the capacity of labourer including (for male servants) the upkeep and cleaning of the plantations, collecting coconuts and their preparation into coprah, digging and sifting guano, the loading and unloading of ships (or for female servants) the cleaning of the plantations and helping the male servants in the preparation of the coconuts into coprah for the period above stated.

3.—The employee shall not be made to work more than Eight hours exclusive one hour for breakfast.

4.—Any work performed at the request of the employer by the said labourer outside regular working hours shall be remunerated at the rate to be agreed between the said employer and the said employee.

5.—The said employee is expected to work on Sundays, Public and estate holidays whenever required and will be remunerated at the rate of one extra day's pay.

6.—The said employer agrees to pay to the said employee wages at the rate of Ri. 14.50 from the day 24th December, 1958

Such wages will be paid monthly in legal paper or metal currency of Mauritius.

7.—In addition to wages, the said employer agrees to supply to the said employee with the various articles as specified hereunder, i.e. rice, flour and maize (to be delivered in the proportion of available stock) at the rate of 10½ pounds per week, salt at the rate of 125 gr. per week, coconut oil, 500 grm. per week and that item of diet commonly known as "bouillon" shall be issued in cash or in kind to the value of Rs. 2.05 per month.

8.—The said employer undertakes to provide at his expense, house, accomodation, medical treatment and surgical care to the said employee.

9.—The said employer undertakes to pay the burial expenses in case of death of the said employee.

10.—In the event the employer shall employ the employee on any island or place other than that which is known by the name of Sripr-faria then this present contract of service may, on the complaint of the employee so improperly employed, be cancelled by the Visiting Magistrate or the Labour Commissioner or any Officer deputed by him.

11.—It is agreed that if the abovementioned island be sold, alienated or transferred to another person or succeeded to by another person before the expiration of this present contract, the employee shall serve such other person according to the terms of this contract and such new employer is held bound towards the employee in all stipulations and obligations incumbant on the employer so replaced by him.

12.—Should the agreement be made to cease and determine previous to its date of expiry for what ever cause, the said employer undertakes to maintain the said employee at his expense until embarkation and to pay expenses of returning the said employee to Mauritius.

13.—In no case shall money be given in lieu of return passage.

14.—This agreement shall remain in force until such time as the employee is repatriated as hereunder specified.

The said employer further agrees that at the expiration of the said period to provide the said employee with sufficient means of returning to Mauritius or within three months after expiration of the said contract by the first ship leaving Singapore island with Mauritius as its destination.

15.—That the labourers shall receive pay at the same rate as aforesaid from the date of the termination of their contract to the date of their arrival in Mauritius and that the said labourers shall during the period from the date of the termination of their contract to the date of their leaving Singapore continue to do the work for which they were engaged at Singapore.

16.—That if the Company and any of the labourers, at the termination of this contract, wish to enter into a new contract of service, they will be free to do so provided (a) that the new contract will have to be made before the Magistrate who visits the Island of Singapore at the first visit of such Magistrate after the termination of the present contract, and (b) that, during the period between the date of termination of the present contract and the date of the signing of the new contract, the labourers shall receive pay at the same rate as stated in the present contract and shall continue to do the work for which they have been employed in the present contract.

Read and accepted by the employee.

Made in one original and three copies, in the Island of Mauritius: this _____ day of December 19 58

(Signature)

Signature Magistrate 2nd Division.



CERTIFICATE

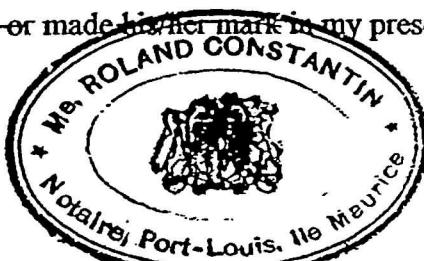
I certify that I, Roland CONSTANTIN, Notary Public, of Saint James Court, Port-Louis, Mauritius, have read over the contents of this witness statement and the Declaration of Truth to the witness and explained the nature and effect of the exhibits referred to in it who appeared to understand:

- (a) the statement and approved its contents as accurate, and
- (b) the Declaration of Truth and the consequences of making a false witness statement

and signed the said Statement or made his/her mark in my presence

Roland CONSTANTIN
Authorised under the Laws of Mauritius to Administer Oaths

Dated 10.11.99



CO/3775/98

IN THE HIGH COURT OF JUSTICE
QUEENS BENCH DIVISION
DIVISIONAL COURT

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**QUEEN -v- THE SECRETARY OF
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**HM COMMISSIONER FOR THE
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TERRITORY (2)**

**EX PARTE LOUIS OLIVIER
BANCOULT**

STATEMENT OF NOELLINE PAUL

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