

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2018 **BETWEEN HIS EXCELLENCY SIR SAMUEL WEYMOUTH TAPLEY SEATON**, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George Commander of the Royal Victorian Order, Queen’s Counsel, Justice of the Peace, Governor-General of Saint Christopher and Nevis acting herein for and on behalf of the Government of Saint Christopher and Nevis (hereinafter called “the Government” which expression includes every person for the time being administering the Government of Saint Christopher and Nevis) of the ONE PART and The Person Engaged Barrister and solicitor of Jamaica but presently residing in Basseterre the Island of Saint Christopher in Saint Christopher and Nevis aforesaid (hereinafter called “the person engaged”) of the OTHER PART WITNESSETH AS FOLLOWS:-

1. The person engaged assumed duty in Saint Christopher and Nevis on the 1<sup>st</sup> day of April, 2016 and undertakes that she will there diligently and faithfully perform the duties as Magistrate for Magisterial District “B”, and additional Magistrate for Magisterial District “A” and “C” of the Government of Saint Christopher and Nevis including all such duties that are vested in or imposed upon a magistrate at Common Law or any virtue of any Act, Ordinance or other enactment for the term of her engagement and if called upon to do so will act in all respects according to the instructions given to her by the Government through its duly authorized officers.

2. The salary of the person engaged is at the rate of Six Thousand Nine Hundred and Thirty Five Eastern Caribbean Dollars (\$6,935.00 XCD) per month (K43).

3. This Agreement is subject to the conditions set forth in the Schedule hereto annexed and the Schedule shall be read and construed as part of the Agreement.

4. The Governor-General for Saint Christopher and Nevis shall not be in any way personally liable for anything arising out of this Agreement.

## SCHEDULE

### **1. TERM OF ENGAGEMENT**

The term of engagement of the person engaged is for the period of two years (2) commencing the 1<sup>st</sup> day of April, 2016 as Magistrate which term may be extended as provided for in Clause 13 of this Schedule.

## **2. DUTIES**

(1) The person engaged shall perform the duties of Magistrate in District “B”, and additional Magistrate in District “A” and “C” of the Government of Saint Christopher and Nevis including all such duties that are vested in or imposed upon a magistrate at Common Law or any virtue of any Act, Ordinance or other enactment.

(2) The person engaged shall reside in such place and occupy herself in such manner as the Government, through its duly authorized officers shall direct. She shall conform to the General or Standing Orders for the Civil Service of Saint Christopher and Nevis for the time being in force in so far as the same are applicable.

## **3. SALARY**

(1) The salary of the person engaged was paid from the 1<sup>st</sup> day of April, 2016.

(2) The salary of the person engaged may be liable to deductions under Clauses 9 and 12 of this Schedule.

## **4. GRATUITY**

If the person engaged shall diligently and faithfully perform the duties assigned to her, then on the satisfactory completion of her term of engagement, she will be entitled to a gratuity equivalent to 10% of her salary during the period of her engagement.

## **5. ILL-HEALTH**

(1) If the person engaged shall be compelled by reason of ill-health (not caused by her own misconduct) to resign her office, or if at any time it shall be certified by a duly qualified registered medical practitioner employed by the Government, that she is incapable, by reason of any infirmity of mind or body, of rendering further efficient service in Saint Christopher and Nevis the Government shall pay her salary up to the date of such resignation or certificate. Notwithstanding anything contained in this Agreement, the person engaged will be paid a gratuity equivalent to 10% of the salary which she earned before she resigned for reason of ill-health under this Clause

(2) A certificate signed by a duly qualified medical officer employed by the Government shall be conclusive evidence on the question whether or not the person

engaged was compelled to resign her office by reason of ill-health within the meaning of this Clause.

**6. DISMISSAL**

If the person engaged shall at any time neglect or refuse or for any cause (except ill-health not caused by her own misconduct) become unable to perform any of her duties or to comply with any lawful order or shall disclose any information respecting the affairs of the Government to any unauthorized person, or shall in any manner misconduct herself, the Government may dismiss her, and on such dismissal all rights and advantages of her engagement shall cease.

**7. TRAVELING ALLOWANCE**

(1) The person engaged will be required to maintain a motor car and traveling allowance at a rate of Four Thousand, Eight Hundred Dollars (\$ 4,800) per annum will be paid.

**8. DETERMINATION OF ENGAGEMENT**

(1) The Government may at any time terminate the engagement of the person engaged on giving her three months' notice in writing or on paying her one month's salary in lieu of said notice.

(2) The person engaged may, at any time after the expiration of three months from the commencement of the term of engagement and while serving in Saint Christopher and Nevis, terminate her engagement on giving to the Government three months' notice in writing or on paying to the Government one month's salary in lieu of said notice.

(3) If the person engaged terminates her engagement otherwise than in accordance with this Agreement she shall be liable to pay to the Government as liquidated damages three months' salary.

(4) If the Government terminates the engagement otherwise than in accordance with this Agreement the Government shall be liable to pay to the person engaged as liquidated damages three months' salary.

**9. LIABILITY TO MAKE GOOD DAMAGE**

In the event of any pecuniary damage arising from the person engaged disregarding or failing to comply with any lawful order, standing order, or departmental instructions, or from any neglect of duty whatsoever on her part, she may be liable to a deduction from her salary to make good the damage, or any part thereof, the amount of which shall be fixed by the Government.

**10. LEAVE OF ABSENCE**

The person engaged shall be eligible for Duty Free Allowance for the purchase of a motor vehicle.

**11. LEAVE OF ABSENCE**

The person engaged shall be eligible for leave at the rate of twenty-seven (27) working days per annum. All leave due within the contractual period must be taken by the time the contract comes to an end.

**12. SECURITY**

The person engaged shall, if so required by the Government furnish such security as the Government may decide upon for the faithful and honest discharge of her duties, and any premiums payable in respect of such security may be deducted from her salary by the Government.

**13. FURTHER EMPLOYMENT**

On the 1<sup>st</sup> day of January, 2018 the person engaged shall give notice in writing to the Government whether she desires to remain in its employment, and the Government shall thereupon decide whether it will offer her further employment. If the Government offers her further employment the re-engagement will be on such terms and for such period as may be mutually agreed.

**14. PAYMENT ELSEWHERE THAN IN SAINT CHRISTOPHER AND NEVIS**

In the event of the person engaged being entitled on the expiration of her service under this Agreement to any payment outside of Saint Christopher and Nevis it will be necessary before such payment can be made for her to produce to such person or body of persons as may be authorized by the Government for the purpose of making such payments a certificate from the Government of the amount due.

**15. POWER TO PERSON OR BODY OF PERSONS AUTHORISED**

When the person engaged is not in Saint Christopher and Nevis such person or body of persons as may be duly authorized in that behalf by the Government, shall be entitled to exercise any of the powers of the Government under this Agreement.

**16. HEADINGS TO CLAUSES**

The headings to the Clauses are for convenience only and do not form part of the Agreement.

**17. INTERPRETATION**

This Agreement is to be interpreted in accordance with the Laws of Saint Christopher and Nevis.

As witness our hands the day and year above written.

**SIGNED** on behalf of the Government by )

the above named **HIS EXCELLENCY SIR** )

**SAMUEL WEYMOUTH TAPLEY SEATON** )

**G.C.M.G., C.V.O., Q.C., J.P.** )

Witness: )

**SIGNED** by the person engaged )

Witness: )

Dated the            day of            2018

HIS EXCELLENCY SIR SAMUEL WEYMOUTH  
TAPLEY SEATON, G.C.M.G., C.V.O., Q.C., J.P.  
to  
The Person Engaged

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AGREEMENT

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ATTORNEY GENERAL'S CHAMBERS