(1) பக்கங்களின் எண்ணிக்கை 68

(2) புதுக்கித் திருப்பிய நாள் 10-5-96

(3) ஆதாரங் குறிப்பவர் சுருக்கொப்பம்

மிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

நிதி துறை

அரசாணை எண்.
மு. கோப்புத் தாள் எண். 1595

அச்சகம்
பலவகை

நாள் : 27-6-1894 199 .

-படி கையாளவோ கூடாது.

8,006—6-9-90.

3/96
4/96
5/96

27TH JUNE 1894, No. 1595, JUDICIAL.

GOVERNMENT OF MADRAS.

JUDICIAL DEPARTMENT.

READ—the following papers:—

From H. P. HODGSON, Esq., for the Nilgiri Planters' Association, to the Chief Secretary to Government, dated 25th April 1894.

I have the honour to enclose you herewith a short statement descriptive of the methods in vogue in this district under which our various classes of labour are engaged, advanced and paid.

2. On Monday last His Excellency expressed a wish for some such description in writing, and I hope the enclosed will answer His Excellency's purpose.

ENCLOSURE.

EXPLANATION of System of working the various sorts of Labour employed on Coffee Estates in the Nilgiri District.

I.—LABOUR SUPPLIED BY A MAISTRY OR CONTRACTOR.

(1) *Engagement of Maistry.*—The contractor or maistry is usually advanced, in or about the month of March or April, for the labour of the ensuing season, that is to say, he contracts to bring a gang of, say, 50 coolies on the 15th June and to keep up such a gang on the estate until the following March or April, when the coolies would return to their villages and fresh contracts would be made.

(2) *Maistry a Servant of the Estate.*—It may be as well to make it clear here that the contractor is, for the period of his contract, a servant of the particular estate on which he makes his contract, and that when he brings in his coolies his name is entered on the estate check-roll, he receives a monthly salary, and he is not allowed to take advances from other estates for the supply of labour.

(3) *The Cooly.*—When the coolies come in, their names are entered in a book, called the check-roll book, under the name of the maistry who brings them, and their names are called over every morning and a mark is placed against each cooly's name showing if he was absent or present.

(4) *Weekly Advances.*—It is the custom to give the coolies weekly maintenance money to enable them to buy grain, &c., as they always arrive on the estate without money or food and would therefore be unable to subsist if they had to wait until they had earned a month's wages before receiving any money. The amount advanced to each cooly is entered in the check-roll against his or her name in a column provided for the purpose, and at the end of each month every cooly's account is made up, his weekly advances are debited against him, the pay for the number of days he has worked is credited to him, and the balance is struck and entered in the book. Thus every cooly at the end of each month knows exactly how his account stands.

The amount paid in weekly advances varies somewhat, but a common sum is Re. 1 per man whose earnings for the month, if he turned out every working day, would be Rs. 6–8–0, and As. 8 per woman whose pay under the same conditions would be Rs. 4–8–0 per month. Thus at the end of the month they would each have Rs. 2–8–0 to their credit. But it often happens that a cooly's account at the end of the month stands the other way, and shows a debit balance. For instance, he may have been sick and unable to work, but he would still require his advance for subsistence, or he may have been "scheming," with the object of absconding as soon as he finds his account sufficiently on the debit side to make it to his advantage to disappear.

(5) *Settlement of Monthly Account.*—It is always optional with the cooly to claim a monthly settlement of his account, and this system is followed in many places, and the coolies are paid every month. It would be well to explain here that the weekly advances do not cease after the first month, for even though the cooly receives the balance of his previous month's pay in cash, he still insists on the weekly advance being continued. In many districts, however, the coolies prefer to leave their monthly balances in the hands of their employers for safe custody (a proof of a perfect trust in the planter, the result of uniformly fair and good treatment, and that the rate of wages is sufficient to supply all their wants and enable them to save money). In such cases their accounts are settled up every three or four months or as they may desire and arrange with the employer.

(6) *Recovery of original Advance.*—This is not as a rule recovered, either in part or whole, until the final settling up with the coolies on their return to their villages at the expiration of the term of the contract. When the last pay is given, it is the custom for the maistry to go round to his coolies and collect the advances he made them when coming from their villages, which he then pays back to the employer, the old contract is destroyed, and, at the option of both parties, a new one is made. But it very constantly happens that on settling day the maistry is unable to collect the full amount of the original advance, either because some of his coolies have absconded with their advances or because he may himself have appropriated a portion of it to his own uses. The recovery of such balances of old agreements constitutes one of our great difficulties. If the maistry has worked well and honestly during the year, most employers are willing to allow the balance of the old advance to be carried forward, but if it is included in the new agreement, it is contrary to Act XIII. What is to be done under these circumstances? The employer has three courses open to him—

(*a*) He can file a suit against his maistry for the balance due, though he knows he has done his best to fulfil his agreement.

(*b*) He can accept the loss of the money himself.

(*c*) He can make a new agreement, including the old balance in the new advance, knowing that the Courts will throw out any suit he may have to bring in case of default on the new contract.

(7) *Contract pay to Check-roll Coolies.*—During the heavy picking season it is customary to take the coolies off the check-roll pay and put them on to contract picking at so much per bushel picked. The rate varies, but 3 annas to 4 annas per bushel is the average. The result is that during this period both men and women can earn double their check-roll pay in much the same way that labourers in England are able to earn higher wages in harvest time.

II.—Coolies engaged direct by the Employer without the Maistry as intermediary.

These are coolies who come in on their own account and seek for work. Their names are entered in the check roll and they receive the same weekly advances as the preceding class of coolies.

It is to constitute these coolies as coolies who have engaged to serve for one month that Suggestion III of paragraph 4 of the original petition was inserted.

III.—Contract Work.

This is specified work to be done by a contractor, and for which special work he receives a sum in advance. Thus a contractor would engage to dig 20,000 coffee pits at Rs. 12 per 1,000, and to complete the same within three months, and would receive pay Rs. 100 as an advance.

IV.—Itinerant Coolies.

These are gangs who move about seeking work for short periods and are usually either local men or coast coolies. It is not desired to bring these within the registration scheme; hence the definition of the word "maistry" which has been proposed.

2. I think the above touches upon most of the systems under which our various classes of coolies are engaged and are paid, and it will be observed that there is practically no such thing as a daily labourer working for the day and claiming his pay in the evening.

From G. ROMILLY, Esq., to the Chief Secretary to Government, dated Ootacamund, 26th April 1894.

At the interview which His Excellency the Governor was good enough to accord to the planters' representatives on the 23rd instant, His Excellency, in reply to a question put by our President, remarked that Government had not fulfilled the promise which they gave in 1877, because the matter had been referred to Mr. O'Sullivan, the Advocate-General, and that Mr. O'Sullivan had declared himself opposed to extending the scope of the Act. His Excellency laid special stress on this because, as he said, Mr. O'Sullivan was himself an owner of plantations. Would you in consequence be so kind as to call His Excellency's attention to the opinion Mr. O'Sullivan subsequently gave and which is quoted in G.O., 1911–12, 1884?

2. I have the honour to enclose the report on my labour system.

Enclosure.

Report.

In accordance with the request of His Excellency the Governor, I now have the honour to submit, for your information, a report on my labour arrangements.

My estates are situate in South Wynaad, on the eastern slopes of the Western Ghâts, about 50 miles by road from Calicut and about 72 miles from Ootacamund. My labour supply is recruited from Canarese (1) from Mysore territory, from Tamuls (2) from the Coimbatore district, from Cherumas (3) from Malabar, from Paniyas (4) inhabitants of Wynaad, and lastly from Mappilahs (5) from Malabar.

1. *Canarese.*—To obtain these labourers I give an advance to a contractor or maistry who contracts to supply me with coolies to prune, weed or otherwise cultivate the estate from the 1st June to the 10th March of the ensuing year. I generally pay from 8 to 10 rupees per head, advance money, to the maistry for each cooly contracted for. When these coolies arrive early in June, each man, woman and working child's name is entered into the check-roll, each cooly at once receives a blanket and a small advance—say, 12 annas per head—for maintenance money for the first week. The maistry himself arrives with his coolies and remains on the estate as the overseer of his gang, receiving as wages ten per cent. on the earnings of his coolies and sometimes (though rarely in my district) a small extra monthly wage as cattle maistry or for other special work. Men earn As. 4 a day, women As. 2–8 and children As. 1–4. As soon as the cooly's name is entered on the check-roll, he receives his weekly maintenance money direct from the Superintendent, but always with the knowledge

and consent of his maistry. Supposing a man works six days a week, his pay amounts to Rs. 1-8-0 a week, and he asks for 12 annas or 8 annas a week (according to the price of grain) and the balance in his favour is carried forward from month to month, until the maistry chooses to ask that his coolies may be paid up. As a matter of fact with my coolies this usually happens twice a year—a settlement in September and a final settlement in the first week in March. Sometimes they ask for more frequent settlements, which of course they receive, but, as a rule, they prefer to allow it to accumulate. At a final settlement on the nine months' work, a regularly working man receives about Rs. 30 to Rs. 35 savings to take home to his country. At the final settlement the maistry is supposed to settle up his original advance with his employer. Supposing that his original advance was Rs. 400 and his profits at 10 per cent. on his coolies' wages amount to Rs. 300, there is a balance due to his employer of Rs. 100. This may be repaid fictitiously over the counter by the employer handing the money to the maistry to enable him to repay it at once, or it is carried forward and taken into consideration in the fresh advance. Both of these practices have, I believe, been ruled to put the new contract beyond the scope of Act XIII.

In the above remarks, I have only alluded to coolies who earn more in the week than they receive as maintenance, but there are always a few coolies who, through sickness or laziness, receive more maintenance money than they earn in wages. These amounts I write off against the maistry's account unless I know it to be a case of unavoidable hardship, when I bear the loss myself.

On the whole these Canarese are excellent coolies, turning out to work regularly and saving all they can. My supply, however, is yearly diminishing owing, I am informed, to the fact that the coolies are becoming so well off that they do not care to leave their villages. The maistries, as a rule, are honest, and in a course of 15 years with fairly large annual transactions I have only lost Rs. 200 through defaulting contractors.

2. *Tamuls from Coimbatore.*—Exactly the same system exists with these coolies as with the Canarese, with the exception that maistries only expect 4 rupees a head advance per cooly. It is absolutely the worst class of labour that I employ, and I only continue to employ them because I don't know where else to get labour. The difficulty with these maistries is that they bring in the beggars and refuse of their villages to swell their contract numbers. There are always a few good working coolies in a gang, but the necessity of providing for the sick, weak and malingering coolies causes the weekly maintenance money to equal or exceed the weekly earnings of the gang. This is the only class of men against whom I have tried to put Act XIII of 1859 in force. I lost nearly Rs. 1,000 in one year given in advances to maistries. I took warrants out under Act XIII against five of them, but never succeeded in getting one of them punished, owing, I must admit, to the fact that the old system was in force of returning the warrant at the end of 15 days as unserved, which gave me a 25-mile ride once a month with fees at the end of it, of which eventually I wearied.

3. *Cherumas from Malabar.*—I have a perfectly different system with these labourers. They come up in gangs of thirty or forty coolies from the coast and only remain on the estates for five or six weeks at a time. Their individual names are not entered on the check-roll and the account is kept entirely with their maistry; that is to say, that their maintenance money is given to the maistry and their balance pay is given to the maistry. The maistries only receive small advances, which, I believe, they often pay over to their landlords before leaving their homes. They are not allowed to bring up their women and they themselves have constantly to return to sow or harvest their landlords' crops.

4. *Paniyas.*—The same system for payment is in force with this class of labourer. They live in small villages, which they are constantly changing—living in the jungle and by rivers in the dry weather and on the hill slopes in the wet. They are very irregular workers and rarely work more than three days a week. They receive little or no advance.

5. *Mappilas.*—These men, as a rule, only take contract work, such as felling jungle at so much an acre or digging pits at so much per thousand pits. They are very hard-working, strong coolies and each man can do work to the equivalent of six or eight annas a day, and in consequence they do not care to take up day work at the ordinary wage. They also receive maintenance money every week, and when their piece of contract work is finished, the acres measured or pits counted, they receive the balance due after deducting the advance to the contractor.

In conclusion, as shown above, I have two systems of paying my labour; in the first (as with Tamuls and Canarese), each individual cooly's name is put on the check-roll and the account is kept with the cooly. In the second, the account is kept entirely with the maistry. In both cases the maistry remains on the estate as supervisor of his gang.

OOTACAMUND,
24th May 1894.

(Signed) G. ROMILLY.

To the Chief Secretary to Government.

From T. CLARKE, Esq., to the Chief Secretary to Government, dated Ootacamund, 26th April 1894.

I have the honour to enclose herewith a statement of the method pursued in Travancore with regard to procuring and paying coolies employed on estates.

ENCLOSURE.

The System of procuring and managing Labour in Travancore.

The maistry or person who procures labour is called a Kangany in Travancore.

Civil action being the only remedy available to the Travancore planter for default on the part of the kangany, there is generally no agreement executed, a receipt is taken which enables the planter to prove payment of the money, and that is all that is required by the Civil Court.

The payment of an advance to a kangany is therefore nothing but the opening of a current account with that kangany, the work done by the coolies whom he brings, as shown in the estate check-roll, being entered at the end of each month to his credit, and any sums which are paid to him or his coolies by way of maintenance during the month being entered to his debit.

The account is balanced at the end of each month, and some of the better kanganies close each month's account with a credit balance which is paid them and a new account opened, but the greater number of kanganies have always a debit balance, and the efforts of the employer are directed towards keeping this debit balance down to a moderate amount. If a sufficient number of coolies is not brought up for the money advanced the account is closed and either the debt is written off or recourse is had to the Civil Court, but the latter course is generally fruitless of any benefit. Almost all the kanganies and coolies are natives of the Tinnevelly district.

Some works, such as weeding, building, cutting roads, are done on contract, but these contracts are generally given to kanganies who have an account with the estate, and when the contract is completed the consideration is entered to their credit in their current account.

From D. T. BRETT, Esq., President, North Mysore Planters' Association, to the Chief Secretary to the Government of Madras, dated Koppa, Kadur District, Mysore Territory, 14th May 1894.

His Excellency the Governor of Madras, at the recent meeting with the several delegates of the Planting Associations of Southern India, having expressed a wish to receive information as to the custom followed in engaging and working coolies in the several districts, I have the honour herewith to enclose, for His Excellency's information, short accounts of the procedure followed in North and South Mysore.

501

27th June [illegible]

1595

th May 1894, No. 1 , Judicial.

1

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In conclusion, as shown above, I have two systems of paying my labour; in the first (as with Tamuls and Canarese), each individual cooly's name is put on the check-roll and the account is kept with the cooly. In the second, the account is kept entirely with the maistry. In both cases the maistry remains on the estate as supervisor of his gang.

From T. CLARKE, Esq., to the Chief Secretary to Government, dated Ootacamund, 26th April 1894.

I have the honour to enclose herewith a statement of the method pursued in Travancore with regard to procuring and paying coolies employed on estates.

Enclosure.

The System of procuring and managing Labour in Travancore.

The maistry or person who procures labour is called a Kangany in Travancore.

Civil action being the only remedy available to the Travancore planter for default on the part of the kangany, there is generally no agreement executed, a receipt is taken which enables the planter to prove payment of the money, and that is all that is required by the Civil Court.

The payment of an advance to a kangany is therefore nothing but the opening of a current account with that kangany, the work done by the coolies whom he brings, as shown in the estate check-roll, being entered at the end of each month to his credit, and any sums which are paid to him or his coolies by way of maintenance during the month being entered to his debit.

The account is balanced at the end of each month, and some of the better kanganies close each month's account with a credit balance which is paid them and a new account opened, but the greater number of kanganies have always a debit balance, and the efforts of the employer are directed towards keeping this debit balance down to a moderate amount. If a sufficient number of coolies is not brought up for the money advanced the account is closed and either the debt is written off or recourse is had to the Civil Court, but the latter course is generally fruitless of any benefit. Almost all the kanganies and coolies are natives of the Tinnevelly district.

Some works, such as weeding, building, cutting roads, are done on contract, but these contracts are generally given to kanganies who have an account with the estate, and when the contract is completed the consideration is entered to their credit in their current account.

From D. T. BRETT, Esq., President, North Mysore Planters' Association, to the Chief Secretary to the Government of Madras, dated Koppa, Kadur District, Mysore Territory, 14th May 1894.

His Excellency the Governor of Madras, at the recent meeting with the several delegates of the Planting Associations of Southern India, having expressed a wish to receive information as to the custom followed in engaging and working coolies in the several districts, I have the honour herewith to enclose, for His Excellency's information, short accounts of the procedure followed in North and South Mysore.

ENCLOSURE.

North Mysore Planters' Association—System of Advances.

Advances to individual Coolies.—To coolies residing in villages near the estates, and to coolies of long service and proved steadiness, the employer often advances direct. The cooly is thus placed in funds without any middleman. The cooly works on the estate, earning, if healthy, 4 annas for each working day—six days in the week; if a family man with a wife and children his earnings are considerably increased. On every Saturday he receives maintenance allowance varying from 8 annas to 6 annas for each member of his family. At the end of the month his account is read out to him from the check-roll of the estate. This book shows the number of days worked, the amount given weekly for maintenance; the balance due to the cooly is carried to his credit in the estate ledger or advance book. If on account of absence, sickness, or other cause the amount earned does not cover the maintenance given, the difference is carried to the cooly's debit in the next month's check-roll. Should the cooly run away leaving a balance due on account of maintenance money not worked off, this difference is carried to debit in the advance book and a warrant applied for on the total amount. This addition of necessary maintenance money to the original advance forms what the Courts call "running accounts" and, through misapprehension of the necessity of maintenance money, "running advances.".

Advances to Maistries contracting to supply a certain number of Workpeople.—A maistry receives a sum of money and agrees to supply a certain number of coolies. On the arrival on the estate of the maistry and his coolies, in the coolies' presence an account is taken, and, if agreed to, the amounts given to each cooly are entered in the advance book. The same system as to the check-roll book and maintenance is followed as in the case of advances to individual coolies.

The maistry works on the estate as gangman, watches over the interests of his people, superintends the work, and receives pay at from Rs. 8 to Rs. 16 per mensem, and also commission varying from 5 per cent. to 12 per cent. on the gross earnings of his gang.

Another system of Advances to Maistries.—The maistry receives a certain sum and agrees to bring so many coolies.

The maistry as well as the Superintendent keeps a check-roll for his coolies; each week the check-rolls are compared, the maistry receiving in proportion to amount earned by his gang a sum for maintenance which he distributes. This maintenance as in previous cases averages 8 annas to 6 annas per head. At the end of each month, or at the expiration of the term for which he has agreed to work, the balances earned by his coolies are read out to him and entered in the estate ledger or advance book. Should any balance remain to his debit at the end of the term, it is customary on giving a fresh advance to carry forward this balance. It is the carrying forward of any balance the Courts have ruled as illegal, allowing the Superintendent no discretion in giving the maistry time, no matter for how long, however faithfully he may have served, nor any of his difficulties allowed for by the Superintendent owing to absconding coolies. The maistry receives pay and commission as in the previous case.

This latter custom is the one preferred by what are called Buntra or South Canara coolies. They are accustomed to work under headmen, and, being unacquainted with any language but their own Tooloo, prefer this system.

Procedure in giving Advances in South Mysore.

Only a few years ago there was only one system in South Mysore which still prevails in parts, viz., that of advancing direct to the cooly. This is used only for coolies residing near the estate, and by this means nearly all the Holyers (Pariahs) of Munzerabad, Mudigere, and Belur taluks have been redeemed from the obligations of hereditary slavery (jeetha). In these cases the original advance is paid away at once, whether for the above purpose or for the performance of marriage or other religious ceremonies or any other urgent need; the cooly in most cases comes to work without any money to provide for his maintenance and that of his family if he has one. If honest and healthy he will work 6 days a week earning Rs. 1-8-0 gross wages, of which he will require to draw from 6 to 12 annas according to the price of grain for his food. Every Saturday after work is over the coolies are mustered and the check-roll is called over; as each cooly's name is called he or she comes forward and states how much is required for food, &c., which has to be bought in the next day's weekly bazaar; this amount if reasonable is paid to him or her and entered to Dr. in the check-roll; at times more may be demanded than seems reasonable and enquiry has to be made; it is generally found that some, if not all, of the extra amount is really necessary to provide for a sick relative, or to perform some small ceremony, or for some other pressing want. At the end of every month accounts are made up and the wages earned and advances taken during the month are set one against the other and the balance deducted from or added to the previous advance and this final balance carried forward to next month. This system is now condemned as one of current accounts and we are referred to the civil courts. Another system is to advance a maistry a certain sum which he takes to his village and there advances in small sums to coolies whom he brings to the estate, there he gives in a roll of their names and the amounts advanced to each, which when confirmed by the recipient are entered in the check-roll and from thenceforward the account is kept as in the first-mentioned system, and at the usual time for the coolies to return to their villages all their accounts are settled, any pay due is handed over to the coolies and in cases where a debt is due it must be deducted from the maistry's commission (10 per cent. on gross wages of his gang) or the cooly must work further till his debt is finished.

A third system sometimes employed with educated maistries is to advance a maistry, who in turn advances coolies, but keeps all accounts in his own hands, taking each week a lump sum for the maintenance of his gang of coolies and allowing all their pay to accumulate in the check-roll. At the time of leaving, all the pay of the coolies is added together and deducted from the maistry's advance, which is now, of course, increased from the original amount by the weekly bazaar money advances. Should the balance be in favour of the maistry it is handed to him, and he settles with his coolies; should the balance be against the maistry, the planter finds himself in the difficulty mentioned in paragraph 3-A of Mr. Brett's speech.

(Signed) J. G. HAMILTON.

Order—dated 27th June 1894, No. 1595, Judicial.

Recorded, pending receipt of the draft of an enactment to amend Act XIII of 1859.

(True Extract.)

Chief Secretary.

To H. P. Hodgson, Esq.
„ the Hon'ble Mr. G. Romilly.
„ T. Clarke, Esq.
„ D. T. Brett, Esq.

Exd. A. Raitt.

Govt. of (1894) Madras.

JUDICIAL.

Issued

Recd. Encl.

G.O., 27th June 1894, No. 1595.

JUNE.

Act XIII of 1889.

Recording, pending receipt of the draft enactment to amend —, accounts of the method of procuring and paying coolies employed on coffee estates.

No. 2
27.4.94.

Sir

No. 9. 01

I enclose you
statement descriptive
in vogue in the distr
various classes of
yed, advanced, &

y last His Excellency
expressed a wish for some such
desire in writing, I hope the
Enclosure will answer His Excellency's
purpose

I have the honour to be
Sir
Your most obedt Servant
Vincent Hodgson
for the Nilgiri Planters Association

Ky. No. 1595
27.6.1894

[illegible]

2.

Judicial DEPARTMENT.

C. Nos 2148, 2181, 2189 + 2557/94.

10

From

Dated 189

FOR ORDERS.

Nothing can be done on these just now & it is submitted they may be
"Recorded pending receipt of the draft of an enactment to amend Act XIII of 1859".

JR
19/6/94

Jly

w
23 June 21/6

The Planters were asked at the meeting at Govt. House, and agreed, to prepare a draft Bill.

JH 4/15 June
15.6.94

2P

Order 27th June 1894, No 1595.
Misc
PS

Recorded pending receipt of the draft of an enactment to amend Act XIII of 1859.

(From orders)

To
H. P. Hodgson Esq. 3
The Hon Majr. Romilly 3
J. Clarke Esq. 3
D. J. Pratt Esq. 3
} despd 6/7/94

kd 25/6
FWH.6.

Issue

[illegible] copy to each of the
[illegible] whose letters
[illegible] herein

Explanation of system of working the various sorts of labor employed on Coffee Estates in the Nilgiri District

---

I Labor supplied by a Maistry or Contractor

Engagement of Maistry

(1) The Contractor or maistry is usually advanced, in or about the months of March or April, for the labor of the ensuing season, that is to say he contracts to bring a gang of say 50 Coolies on the 15th June, and to keep up such a gang on the Estate, until the following March or April, when the Coolies would return to their Villages, and fresh Contracts would be made.

Maistry a servant of the Estate

(2) It may be as well to make it clear here, that the Contractor is, for the period of his Contract, a servant of the particular Estate on which he makes his Contract, & that [illegible] he brings in his Coolies, his name is entered on the Estate Check Roll, he receives a monthly salary, & he is not allowed to take advances from other Estates for the supply of labor.

(3) The Cooly.

When the Coo[illegible] ome in their names are enter[illegible] d, called the Check R

(3) Names are called over every morning and a mark is placed against each Cooly's name showing if he was absent or present.

Weekly advances.

(4) It is the custom to give the Coolies weekly maintenance money to enable them to buy grain etc, as they always arrive on the Estate without money or food, and would therefore be unable to subsist if they had to wait until they had earned a month's wages before receiving any money.

The amount advanced to each Cooly is entered in the check roll against his name, in a column provided for the purpose, & at the end of each month every Cooly's account is made up, his weekly advances are debited against him, the pay for the number of days he has worked is credited to him, and the balance is struck and entered in the book.

Thus every Cooly at the end of each month knows exactly how his account stands.

The amount paid in weekly advances varies somewhat, but a common sum is Rs1/- per man whose earnings for the month, if he turned out every working day, would be Rs6/8, and as 6/a woman, whose pay under the same condit[illegible] would be Rs4/8 per month — Thus [illegible] of the month they would s

(4) But it often happens that a cooly's account at the end of the month stands the other way, & shows a debit balance.

For instance he may have been sick and unable to work, but he would still require his advance for subsistence, or he may have been "scheming", with the object of absconding as soon as he finds his account sufficiently on the debit side, to make it to his advantage to disappear –

Settlement of monthly account

---

(5) It is always optional with the cooly to claim a monthly settlement of his account, and this system is followed in many places, & the coolies are paid Every month –

It would be well to explain here that the weekly advances do not cease after the first month, for even though the cooly receives the balance of his previous month's pay in Cash, ~~&~~ he still insists on the weekly advance being continued.

In many districts however the Coolies prefer to leave their monthly balances in the hands of their Employers for safe custody (a proof of a perfect trust in the Master, the result of uniformly fair and good treatment, & that the rate of wages is sufficient to supply all their wants, & enable them to save [illegible] ey). In such cases their accoun[illegible] settled up every three or four month[illegible] they may desire & arrange with the[illegible] s.

(6). Recovery of original advance

This is not as rule recovered, either in part or whole, until the final settling up with the Coolies on their return to their villages, at the expiration of the term of the Contract.

When the last pay is given it is the Custom for the maistry to go round to his Coolies & collect the advances he made them when coming from their villages, which he then pays back to the employer, the old Contract is destroyed, and, at the option of both parties, a new one is made.

But it very constantly happens that on settling day the maistry is unable to collect the full amount of the original advance, either because some of his Coolies have absconded with their advances, or because he may himself have appropriated a portion of it to his own uses.

The recovery of such balances of old agreements constitutes one of our great difficulties. If the maistry has worked well & honestly during the year, most employers are willing to allow the balance of the old advance to be carried forward, but if it is included in the new agreement it is contrary to act XIII. What is to be done under these circumstances?

The employer has three courses open to him.

a He can file a suit against his maistry for the balance due, though he [illegible] he has done his best to fulfil [illegible] agreement

b / c accept the loss of the money

(6) advance, knowing that the Courts will throw out any suit he may have to bring in case of default ~~of~~ on the new Contract.

Contract pay to Check Roll Coolies

(7) During the heavy picking season it is customary to take the coolies off the Check Roll pay, & put them on to Contract picking at so much per basket picked.

The rate varies, but 3as to 4as per basket is the average. The result is that during this period, both men & women can earn double their Check roll pay, in much the same way that labourers in England are able to earn higher wages in harvest time.

II Coolies engaged direct by the Employer without the Maistry as intermediary.

These are coolies who come in on their own account and seek for work.

Their names are entered in the Check Roll and they receive the same weekly advances as the preceding class of Coolies.

It is to constitute these coolies, as coolies who have engaged to serve for one month that Suggestion III of para 4 of the original petition was inserted.

III Contract Work.

This is [illegible] specified work to be done by a Contractor, [illegible] for which special work he receives a[illegible] advance.

[illegible] Contractor [illegible] engages

III

and to complete the same within three months, & would receive pay Rs 100 as an advance.

IV **Itinerant Coolies**

These are gangs who move about seeking work for short periods, and are usually either local men or Coast coolies.

It is not desired to bring these within the registration scheme - hence the definition of the word Maistry which has been proposed.

V

I think the above touches upon most of the systems under which our various classes of coolies are engaged and are paid & it will be observed that there is practically no such thing as a daily labourer, working for the day & claiming his pay in the evening.

J Howard Hodgson.

for Nilgiri Planters Association.

April 25th 1894.

[G/9]

Current No.

DEPARTMENT.

From

H. P. Hodgson Esqre

No.

Dated 25th April 1894

Received 27th — Do —

Regd 27th — Do —

Enclosures one

SUBJECT.

Forwarding a short statement of System of working the various sorts of labour employed on coffee estates in the Nilgiri Dt —

10

Ootacamund, 25th April 1894

SECRETARIAT 27-APR. 1894 GOVERNMENT OF MADRAS

18

The Chief Secretary to Govt

Sir

At the interview which H. E. the Governor was good enough to accord to the planter's representatives on the 23rd inst. His Excelly in reply to a question put by our president remarked that Govt had not fulfilled the promise which they gave in 1877 because the matter had been referred to Mr O. Sullivan the Advocate General and that Mr O'Sullivan had declared himself opposed to extending the scope of the Act. His Excelly laid special stress on this because, as he said, Mr O Sullivan was himself an owner of plantations. Would you in consequence be so kind as to call His Excelly's attention to the opinion Mr O Sullivan subsequently gave and which is quoted in G.O. 1911-12 — 1884 —

I have the honor to enclose the report on my labor system —.

I have the honor to be

Sir

Your obedt Servt

George Romilly

Ootacamund: 24. IV. 94.

The Chief Secretary to Govt.

Sir

In accordance with the request of His Excelly the Governor I now have the honor to submit for your information a report on my labor arrangements.

My estates are situate in South Wynaad, on the eastern slopes of the Western Ghauts about 50 miles by road from Calicut and about 72 miles from Ootacamund. My labor supply is recruited from Canareese (1) from Mysore Territory, from Tamuls (2) from the Coimbatore district, from Cherumas (3) from Malabar, from Paniyas (4) inhabitants of ~~Mysore~~ Wynaad, and lastly from Mappilahs (5) from Malabar.

1. __Canareese__. To obtain these laborers I give an advance to a contractor or maistry who contracts to supply me with coolies to prune, weed, or otherwise cultivate the estate from the 1st June to the 10th March of the ensuing year. I generally pay from 8/. to 10/. rupees per head advance money to the maistry for each cooly contracted for. When these coolies arrive early in June, each man ~~and~~ woman & working child's name is entered into the check roll; each cooly at once receives a blanket and a small advance say 12as/. per head for maintenance money for the first week. The maistry himself arrives with his coolies and remains on the estate as the overseer of his gang, receiving as ages 10% on the earnings of his coolies and sometimes (though rely in my district) a small extra monthly wage as ca maistry or for other special work — Men earn 4as/. a day men 2/8p and children 1/4p —

As soon as the cooly's me is entered on the check roll, he receives his weekly m tenance money direct from the of his maistry - Supposing a man works six days a week his pay amounts to 1/8 a week and he asks for 12as/. or 8as/. a week (according to the price of grain) and the balance in his favor is carried forward from month to month, until the maistry chooses to ask that his coolies may be paid up - As a matter of fact with my coolies this usually happens twice a year, a settlement in September and a final settlement in the first week in March - Sometimes they ask for more frequent settlements which of course they receive but as a rule they prefer to allow it to accumulate - [illegible] At ~~a~~ final settlement on the 9 months work, a regularly working man receives about 30/. to 35/. rupees savings to take home to his country. At the final settlement the maistry is supposed to settle up his original advance with his employer - Supposing that his original advance was Rs 400 - and his profits at 10% on his coolies wages amount to Rs 300 there is a balance due to his employer of Rs 100 - This may be repaid fictitiously over the counter, by the employer handing the money to the maistry to enable him to repay it at once, or it is carried forward and taken into consideration in the fresh advance - Both of these practices have, I believe, been ruled to therefore put ~~[illegible]~~ the new contract ~~illegal~~ ~~according~~ to beyond the scope of Act XIII -

In the above remarks I have only alluded to coolies who earn more in the week than they receive as maintenance, but there are always a few coolies who through sickness or laziness receive more [illegible]aintenance money than they earn in wages. These amounts I write off against the maistry's accounts unless I know it to be a [illegible]se of unavoidable hardship, when I bear the loss myself -

[illegible]n the whole these [illegible] ave are excellent coolies, ~~had~~

however is yearly diminishing owing I am informed to the fact that the coolies are becoming so well off that they do not care to leave their villages. The maistries as a rule are honest and in a course of 15 years with fairly large annual transactions I have only lost 200/- through defaulting contractors.

2. Tamuls from Coimbatore. Exactly the same system exists with these coolies as with the Canarese with the exception that maistries only expect 4/. rupees a head advance per cooly. It is absolutely the worst class of labor that I employ and I only continue to employ them because I don't know where else to get labor. The difficulty with these ~~men~~ maistries is that they bring in the beggars and refuse of their villages to swell their contract numbers. There are always a few good working coolies in a gang but the necessity of providing for the sick, weak and malingering coolies causes the weekly maintenance money to equal or exceed the weekly earnings of the gang. This is the only class of men against whom I have tried to put Act XIII of 1859 in force. I lost nearly 1000/- in one year given in advances to maistries. I took warrants out under Act XIII against five of them, but never succeeded in getting one of them punished owing I must admit to the fact that the old system was in force of returning the warrant at the end of 15 days as unserved, which gave me a 25 mile ride once a month with fees at the end of it, of which eventually I wearied.

3. Chermas from Malabar. I have a perfectly different system with these laborers. They come up in gangs of thirty or forty co[illegible]s from the coast and only remain on the esta[illegible] for five or six weeks at a time. Their indi[illegible]al names are not entered on

[illegible]

their maistry – That is to say that their maintenance money is given to the maistry and their balance pay is given to the maistry – The maistries only receive small advances which, I believe, they often pay over to their landlords before leaving their homes – They are not allowed to bring up their women and they themselves have constantly to return to sow or harvest their landlord's crops –

4. Paniyar – The same system for payment is in force with this class of laborer –

98

They live in small villages which they are constantly changing – living in the jungle and by rivers in the ~~hot~~ dry weather and on the hill slopes in the wet –

They are very irregular workers and rarely work more than three days a week. They receive little or no advance –

5. Mappilas These men as a rule only take contract work, such as felling jungle at so much an acre or digging pits at so much per thousand pits – They are very hard working strong coolies and each man can do work to the equivalent of six or eight annas a day, and in consequence they do not care to take up day work at the ordinary wage –

They also receive maintenance money every week, and when their piece of contract work is finished, the acres measured or pits counted, they receive the balance due after deducting the advance to the contractor.

In conclusion, as shown above, I have two systems of paying my labor; in the first (as with Tamils & Canarese), each individual cooly's name is put on the check roll and the account is kept with the cooly. In the second the account is kept entirely with the maistry – In both cases the maistry remains on the estate as supervisor of his gang.

I have the honor to be Sir

Your obedt. Servt.

15

23—

Current No.

DEPARTMENT.

From

George Romilly Esq.

No.

Dated 26th April 1894

Received 27th Do.

Regd 30

Enclosure one.

SUBJECT.

Enclosing Report on the Cooly system

C.S. 2181 + 2189/94

16

CHIEF SECRETARIAT GOVERNMENT OF MADRAS
26 APR 1894

Trivandrum
26 April 1894

24

To
The Chief Secretary to
Government
Trivandrum.

Sir

I have the honour to enclose herewith a statement of the method pursued in Travancore, with regard to procuring and paying coolies employed on estates.

I have the honour to be Sir
Your most obedient servant

The system of Procuring and Managing Labour in Travancore.

The Maistry or person who procures labour is called a Kangany in Travancore.

Civil action being the only remedy available to the Travancore planter for default on the part of the Kangany, there is generally no agreement executed, a receipt is taken which enables the planter to prove payment of the money, and that is all that is required by the civil court.

The payment of an Advance to a Kangany is therefore nothing but the opening of a current account with that Kangany, the work done by the coolies whom he brings, as shown in the Estate Check Roll, being entered at the end of each month to his credit, and any sums which are paid to him or to his coolies by way of maintenance during the month, being entered to his debit.

The accounts balanced at the end of each month, and some of the better

Kanganies close a monthly account with a credit balance which is paid them and a new account opened, but the greater number of Kanganies have always a debit balance, and the efforts of the employer are directed towards keeping this debit balance down to a moderate amount. If a sufficient number of coolies is not brought up for the money advanced the account is closed and either the debit is written off or recourse is had to the civil court, but the latter course is generally fruitless of any benefit. Almost all the Kanganies and coolies are natives of the Tinnevelly District.

Some works such as weeding, building, cutting roads are done on contract, but these contracts are generally given to Kanganies who have an account with the estate, and when the contract is completed the consideration is entered in their current account to their cred

Current No. 2168

[illegible] DEPARTMENT.

From

J. Clarke Esqre.
Ootacamund.

No.

Dated 26th April 1894.

Received 26th — do —

Regd " — " — "

Enclosu[redacted]

SUBJECT.

Forwarding a statement of the method pursued in Travancore with regard to procuring and paying coolies employed in estates.

Lie over pending further corr.
7/7

KOPPA,
KADUR DISTRICT,
MYSORE TERRITORY.

GOVERNMENT OF MADRAS
1894

28

May 12th 1894

To
Chief Secretary
The Government of Fort St George
Ootacamund

Sir
His Excellency the Governor of Madras at the recent meeting with the several delegates of the Planting Associations of Southern India having expressed a wish to receive information as to the custom followed in engaging & working coolies in the several districts – I have the honor herewith to enclose for his Excellency's information short account of the procedure followed in North & South Mysore. –

I have the honor to be
Sir
Your obedient servant
[illegible] Bird
President
North Mysore Planters Assocn.

North Mysore Planters Association.-
System of Advances.-

Advances to individual coolies.-

To coolies residing in villages near the Estate, & to coolies of long service, & proved steadiness, the employer often advances direct.- The Cooly is thus placed in funds without any middleman.- The cooly works on the Estate earning if healthy 4 annas for each working day - six days in the week - if a family man with a wife & children his earnings are considerably increased.- On every Saturday he receives maintenance allowance varying from 1as to 6as for each member of his family.- At the end of the month his account is read out to him from the Check Roll of the Estate - this book shows the number of days worked - the amount given weekly for maintenance, the balance due to the Cooly is carried to his credit in the Estate Ledger or advance book.- If on acct of absence - sickness, or other cause the amount earned does not cover the maintenance given, the difference is carried to the Coolys debit in the next months Check Roll.-

Should the Cooly run away leaving a balance due on account of maintenance money not worked off - this difference is carried to debit in the advance book, & a warrant applied for on the total amount.- This addition of necessary maintenance money to the original advance forms what the courts call "running accounts" & through misapprehension of the necessity of maintenance money "running advances.-

Advances to Maistries contracting to supply a certain number of work people.-

A Maistry receives a sum of money & agrees to

supply a certain number of coolies. — On the arrival on the Estate of the maistry & his coolies in the coolies' presence an account is taken & agreed to, the amts given to each cooly are entered in the advance book. — The same system as to the Check Roll book & maintenance is followed as in the case of advances to individual coolies. — 20
The maistry works on the Estate as [illegible] — watches over the interest of his people — superintends the work — & receives pay at from 10/- to 12/- [illegible] & also commission varying from 5% to 10% on the gross earnings of his gang. —

Another System of Advances to Maistries. —

The maistry receives a certain sum & agrees to bring so many coolies. —

The maistry as well as the Supt keeps a check roll for his coolies — each week the check rolls are compared — the maistry receiving in proportion to amt earned by his gang a sum for maintenance which he distributes. This maintenance as in previous cases averages [illegible] to [illegible] per head. — At the end of each month or at the expiration of the term for which he has agreed to work the balances earned by his coolies are paid out to him & entered in the Estate ledger or advance book. — Should any balance remain to his debit at the end of the term it is customary on giving a fresh ~~cash~~ advance to carry forward that balance. — It is the carrying forward of any balance the Courts have ruled as illegal — allowing the Supt no discretion in giving the maistry time no matter for how long however faithfully he may have served; nor any of his difficulties allowed for by the Supt owing to absconding coolies. — The maistry receives pay & commission as in the previous case. —

This latter custom is the one preferred by what are called Lundya or South Canara coolies. — They are accustomed to work under headmen — & being unacquainted with any language but their own Toloo — prefer this system. —

Signed: F. Brett
President
North Mysore Planters Assoc.

Procedure in giving advances to Mysore

Up to a few years ago there was only one system in S. Mysore which still prevails in parts viz that of advancing direct to the cooly. This is used only for coolies residing near the Estate & by this means nearly all the Holyas (Pariahs) of Manjarabad, Mudigere & Belur Taluqs have been redeemed from the obligations of hereditary slavery (Jeetha). — In these cases the original advance is paid away at once whether for the above purpose or for the performance of marriage or other religious ceremonies or any other urgent needs; the cooly in most cases comes to work without any money to provide for his maintenance & that of his family if he has one. — If honest & healthy he will work 6 days a week earning [illegible] gross wages of which he will require to draw from 6 to 12 as according to the price of grain for his food. Every Saturday after work is over the coolies are mustered & the Check Roll is called over — as each cooly's name is called he or she comes forward & states how much is required for food &c which has to be bought in the next day's weekly bazaar. This amount if reasonable is paid to him or her & entered to dr. in the Check Roll; at times more may be demanded than seems reasonable & enquiry has to be made, it is generally found that some if not all of the extra amount is really necessary to provide for a sick relative or to perform some small ceremony or for some other pressing want. At the end of every month accounts are made up and the wages earned & advances taken during the month are set one against the other & the balance deducted from or added to the previous advance & this final balance carried forward to next month. This system is now condemned as one of current accounts & we are referred to the Civil Courts

Another system is to advance a maistry a certain sum which he takes to his village & there advances in small sums to coolies whom he brings to the Estate there he gives in a roll of their names & the amounts advanced to each which when confirmed by the recipient are entered in the CheckRoll & from thenceforward the account is kept as in the first mentioned system and at the usual time for the coolies to return to their villages all their accounts are settled any pay due is handed over to the coolies & in cases when a debt is due it must be deducted from the maistry's commission (10% on gross wages of his gang) or the cooly must work further till his debt is finished.

A third system sometimes employed with educated maistries is to advance a maistry who in turn advances coolies but keeps all accounts in his own hands taking each week a lump sum for the maintenance of his gang of coolies and allowing all their pay to accumulate in the CheckRoll. At the time of leaving all the pay of the coolies is added together and deducted from the maistry's advance which is now of course increased from the original amount by the weekly bazaar money advances. Should the balance be in favor of the maistry it is handed to him & he settles with his coolies, should the balance be against the maistry the Planter finds himself in the difficulty mentioned in para 3 A of Mr Britto's speech.

Jno G Hamilton

[9]

DEPARTMENT.

From

Mr Digby J. Ball
President, North Mysore Planters
Association

No.

Dated 14th May 1894

Received 18th Do

Enclosures 2

SUBJECT.

Forwarding for information short accounts of the procedure followed in engaging & working Coolies in North and South Mysore.-

[illegible]

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Act XIII of 1889

Recording, pending
of the draft enactmen
to amend ——, accoun
of the method of pr
and paying coolies em
on coffee estates